



EMERGENCY WATERSHED PROTECTION (EWP) PROGRAM

Recovery Plan And Resource Guide

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Arizona Recovery Plan

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1.0 Introduction

This document serves: (1) to describe the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program and (2) to outline an Emergency Recovery Plan (ERP) for the State of Arizona.

The ERP describes how NRCS will work cooperatively with other Federal, State and local entities involved in recovery work to increase efficiency and effectiveness in response to natural disasters. The ERP will be utilized as a primary reference material when a natural disaster occurs and an emergency is declared.

2.0 Emergency Watershed Protection Program

2.1 Program Defined

The Natural Resources Conservation Service administers the “Emergency Watershed Protection (EWP) Program”. NRCS provides technical and financial assistance to communities ravaged by natural disasters. Typical disasters in Arizona include: floods, fires, windstorms, and drought.

The Natural Resources Conservation Service administers the program through the following authorities:

- ♦ Section 216, Public Law 81-516,
- ♦ Section 403 of Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, and
- ♦ Section 382, Title III, of the 1996 Farm Bill, Public Law 104-127.

Responsibility for the program was assigned to the Secretary of Agriculture and delegated to the Chief of NRCS. State Conservationists administer EWP in their respective states and have sole authority to declare watershed emergencies. A Presidential disaster declaration is not necessary for NRCS to implement the EWP program.

All applicable Federal, State and local laws and regulations must be adhered to in carrying out emergency watershed protection measures.

2.2 Types of Emergencies

There are several categories of emergencies within the EWP program. Exigencies are emergency situations that require prompt remedial action usually within a 60 day time frame.

Some emergency situations, however, require an immediate response (1 to 10 days) to protect against an imminent threat to life and property. This type of exigency presents an “urgent and compelling” situation. An “imminent threat” is present when there is the

potential for a subsequent natural occurrence of the same intensity or less to cause significant damage to property and/or threaten human life. The term “property” applies to significant infrastructure such as dwellings, office buildings, utilities, bridges, and roads.

All other situations are termed “non-exigencies” and should be completed within 220 days of the event.

2.3 Program Criteria

The EWP Program is available to a local community whenever a natural disaster creates a sudden watershed impairment that causes an imminent threat to life and/or property. Normal rainfall events do not meet these criteria.

NRCS may be involved in two different types of emergencies:

- ♦ Presidential Declared Disaster
- ♦ Local Disaster

Through Public Law 93-288, the President of the United States can declare an area a “major disaster area”. When this occurs, the Federal Emergency Management Agency (FEMA) is responsible for coordinating all the disaster activities. EWP assistance may be provided if the NRCS State Conservationist determines the program is applicable.

In the absence of a Presidential declared event and when local conditions warrant, the NRCS State Conservationist may declare a “local” emergency and provide assistance to requesting sponsors under the EWP Program. It is the NRCS Program Manager’s responsibility to keep FEMA and the Arizona State Emergency Management Agency informed of NRCS emergency activities when involved in a local disaster.

2.4 Eligible Activities

To be eligible for EWP program assistance, all of the following questions must be answered positively.

- ♦ Was there a natural disaster?
- ♦ Was there a sudden watershed impairment causing a threat to life and/or property?
- ♦ Does the threat to life or property significantly exceed that which existed before the impairment?
- ♦ Is there a legal sponsor willing to contribute 25 percent of the costs toward the project, obtain permits, assume the operation and maintenance, and acquire the necessary easements? (Note: a sponsor is not needed to participate in the floodplain easement program.)

The program also allows for the protection of known cultural resource sites and those sites found during a cultural resources survey or during restoration and protection activities.

Additionally, there must be an eligible sponsor willing to assume duties listed in Section 2.6.

Typical measures installed in Arizona with the financial assistance of the EWP program are described in more detail in Chapter 5.

2.5 Ineligible Activities

EWP funds cannot be used for the following activities:

- ♦ Perform operation and maintenance, or solve watershed problems that existed before the disaster.
- ♦ Repair, rebuild, or maintain public or private transportation facilities, or correct damage to transportation facilities eligible for assistance under the Emergency Relief Program administered by the Federal Highway Administration of the Department of Transportation.
- ♦ Perform work on land and works of improvements owned by and/or managed by other federal departments and agencies. (The only exception is national forest lands and national grazing lands). Note: The Forest Service receives their own emergency funds for restoration activities after wildfires on Forest Service administered lands.
- ♦ Work on levee projects on streams with a drainage area greater than 400 square miles unless there is a prior agreement established with the U.S. Army Corps of Engineers.
- ♦ Increase pre-disaster capacity of a channel by constructing a new channel, enlarging the old channel, or relocating the stream. (Sediment and debris removal is not considered new construction).
- ♦ Repair erosion damage to beaches, dunes, and shorelines damaged by erosion as a result of wave action.
- ♦ Landscape for aesthetic purposes.
- ♦ Remove sediment or debris from reservoirs or debris basins. (This is considered operation and maintenance, regardless of ownership).
- ♦ Rebuild or protect when there nothing left to protect.

- ♦ Drill wells, construct pipelines, install irrigation equipment, or purchase portable equipment to address drought.

2.6 Sponsors

To implement the EWP program, NRCS works through a local sponsor. A sponsor must be:

- ♦ A local unit or subdivision of state government with the authority to condemn property. NRCDs and SWCDs in Arizona are not authorized by the State to perform these functions.
- ♦ Other governmental entity such as a city or Indian tribe.

NRCS has worked with counties, cities, and Indian Tribes on previous disasters and emergencies. Counties have sponsored the majority of the projects.

2.6.1 General Sponsor Responsibilities

- ♦ Submit an initial written request to the State Conservationist requesting NRCS assistance within 60 days after the event. (See sample request letter in the **Resource Guide**.)
- ♦ Possess legal authority and certify land rights.
- ♦ Acquire all necessary permits before construction begins.
- ♦ Ensure utilities are located and appropriate easements have been acquired before construction begins.
- ♦ Enter into a written agreement with NRCS outlining responsibilities and obligations. (See **Resource Guide** for examples of a project agreements for various contracting methods.). **IMPORTANT:** EWP funds may not be used to reimburse sponsors for work carried out prior to the signing of a project agreement by the sponsors and NRCS.
- ♦ Agree to provide for the operation and maintenance of completed structural measures.
- ♦ Provide 25 percent of project costs (cash and/or approved in-kind).

2.6.2 Landrights Acquisition Responsibilities

- ♦ Sponsors must obtain the real property rights from affected landowners for repair or restoration work to be performed on their property, including the use of eminent domain or other court action, if necessary.
- ♦ Sponsors are responsible for any related environmental and construction permits and location, removal, or relocation of utilities. If adequate rights in real property cannot be obtained, the area where rights cannot be obtained will be bypassed. NRCS will not assist in the project if the area cannot be bypassed. An exception may be made for some remedial channel work, provided real property rights can be obtained for selected sites and the bypassed area does not affect planned benefits.
- ♦ Sponsors must obtain the signatures of all landowners on the Real Property Landrights Permit (local or county form) for Emergency Watershed Protection, indicating landowner approval for the emergency work or separate statements, as desired at the local level. This is the preferred method of obtaining permits. The Sponsors should determine whether these permits need to be recorded,
- ♦ If an individual landowner agrees to permit construction of the work, but for personal reasons will not sign a written agreement, his or her oral permission to the sponsors can be accepted. Such permission must be witnessed by another party and be documented in a statement signed by the person who receives the verbal permission and the witness. NRCS employees will not witness the statement. A representative of the local organization, requesting the assistance, can witness the statement. Problems with property rights should be reported to the District Conservationist and/or Contracting Officer.
- ♦ If the sponsor cannot obtain permission as outlined above, a third alternative, the power of eminent domain, can be exercised if the local sponsors choose to use such power for this purpose.
- ♦ Completion of real property rights assurances using NRCS-ADS-78 (See **Resource Guide**.) must precede the signing of the cooperative project agreement. If the EWP work will be accomplished by means of Federal Contracting, the Sponsor will complete and submit to NRCS form NRCS-ADS-78 prior to a cooperative project agreement being signed by the agency. An attorney's certification is not required. The real property rights for the construction easement will be obtained for one year.
- ♦ If the work will be completed through locally led contracting the sponsor will keep on file a completed form NRCS-ADS-78. All requirements stated above apply.

- ♦ Additionally, if an operation and maintenance agreement is required for installed measures, the easement duration should be in accordance with the Operation and Maintenance Plan and/or life of the measure.

2.7 Cost Share

Federal funds can provide up to 75 percent of the construction costs of emergency measures. Eligible Forest Service projects are funded at 100 percent and the funds are transferred between the agencies at the national level.

2.8 Contracting Procedures

The Natural Resources Conservation Service has five methods of contracting for implementing EWP projects. They are federal contract, locally-led contracting, force account, locally-led with landowner contract and performance of work.

2.8.1 Federal contract

The NRCS enters into a Project Agreement with the Sponsor to do the engineering, contracting, and quality assurance (inspection). Federal Acquisition Regulations, USDA Acquisition Regulations, and NRCS Acquisition Regulations are used to install the emergency watershed protection measures. The sponsor will be required to provide their share of the cost of construction by providing cash, in-kind contributions, or a combination of both.

Levels of federal contracts are as follows:

- ♦ For projects under \$100,000 - The Simplified Acquisition Procedures is used. Projects between \$25,000 and \$100,000 require a written Request for Quotation (RFQ). The RFQ and synopsis are electronically uploaded to FedBizOpps (FBO) and advertised for approximately 45 days. This time period can be reduced to less than 45 days if the EWP project is classified as “urgent and compelling”. The Contracting Officer receives and analyzes written quotations. A purchase order is issued to the contractor offering the best price. Contracts awarded over \$2,000 require compliance with Davis Bacon Act Wage Rates.
- ♦ Project Costs Over \$100,000 – Invitation for Bids is prepared and the contracting method used is sealed bidding. The synopsis and solicitation are uploaded to FBO and advertised for approximately 45 days. Bids are opened and evaluated, a pre-award survey of apparent low bidders is conducted, and the contract award is made to the responsible bidder. It may take another 15-25 days before the contractor can actually start work.

NRCS is required to support procurement preference programs that provide greater opportunities for minority contractors. Examples of these programs are (1) HUB Zone Program, targeted to labor problem areas, (2) Small Disadvantaged Business program, which is for targeted areas, and (3) Section 8(a) of the Small Business Act which allows agencies to negotiate directly with qualified 8(a) contractors.

2.8.2 Locally-led contract

This is the preferred method to install the emergency watershed protection measures. Through this cooperative agreement, the sponsor can perform the following tasks based on their capabilities and receive credit as part of their in-kind contribution:

- (1) Determine the eligibility of DSR sites;
- (2) Prepare the designs, specifications, and drawings;
- (3) Perform the contracting activities; and
- (4) Perform quality assurance (inspections)

The sponsor will contract for the work by using the appropriate state/local regulations. This will include but not be limited to preparing solicitation for bids, advertising, conducting site showings, bid opening, awarding contracts, and contract administration. NRCS will be available for consultation but will not prepare contract documents or perform the contracting. Contracting will be the responsibility of the sponsor in accordance with state/local contracting requirements.

2.8.3 - Locally-led contract with Landowners

NRCS enters into a cooperative agreement with the sponsor whereby provisions are made for the sponsor to enter into a contract with the landowner to accomplish the work. The landowner may perform his own work or have the work performed by a contractor.

The flat rate method will be used to make payments to the landowners through the sponsor. Flat rates will be developed by the state NRCS.

2.8.4 - Force Account contract

Under a force account agreement, the sponsor performs the work using its own personnel and equipment. The sponsor may supplement its own equipment through rental of equipment. State/local procurement procedures will be used to rent equipment and purchase material for installing emergency watershed protection measures. This method of accomplishing the work may only be used when the estimated cost is \$150,000 or less. An approved plan of operations is required.

2.8.5 - Performance of Work contract

This method is used when the sponsor may not have the funds for its share of the installation work, or the accounting system in place to keep detailed records required by force account contracting, but does have some forces and/or donated forces, to carry out the work. This process also requires an approved plan of operations, but there is an agreed-to price determined prior to the start of the work. No record keeping is required since everything is agreed to in the original contract.

Additional contracting information is shown in the **Resource Guide**.

2.9 In-Kind Contributions

Provisions for In-kind labor is covered in 7 CFR 3016 and 3015.

All methods of contracting may offer certain opportunities for in-kind contribution. EWP measures are divided into two activities:

Installation Costs - The Federal share is 75% of the total cost and 25% for the Sponsor, and includes the following items:

- ♦ mobilization/demobilization
- ♦ materials
- ♦ earth work
- ♦ vegetation

Service Costs – The government pays 100 % of the cost for the following activities:

- ♦ surveys and design
- ♦ inspection
- ♦ contracting/contract administration

Depending on contracting method, the sponsors may elect to carry out “installation” and/or “services” work that may be used toward their share of the project cost. Depending on the circumstances, if the value of such activities exceeds the required cost share, they may be paid for the excess.

In general, in-kind contributions may include labor and equipment for any work associated with the project that is not contracted. (Usually, labor and equipment that NRCS would be required to do or contract for, specifically, in order to complete the project). Legal information associated with land rights, legal opinions and the administration of locally-led contracting activities do not qualify as in-kind contributions.

The in-kind calculation worksheet can be found in the **Resource Guide**.

2.10 Floodplain Easements

NRCS may purchase perpetual agricultural floodplain easements. To be eligible, flooding must have damaged the land to the extent that the cost of restoring it and associated structures would be greater than the value of the land after restoration. The easements provide permanent restoration of the natural floodplain hydrology as an alternative to traditional attempts to restore damaged levees, lands, and structures.

Landowners will be compensated the least of the following values: 100 percent of the agricultural or other undeveloped/raw value of the land; the geographic cap where one is established (\$2500/acre); or landowner offer. EWP funds may cover up to 100 percent of the cost for land treatment practices and all administrative, survey, title insurance, and other costs associated with establishing the easement. All easements must be economical, and environmentally and socially defensible.

All private, public, and tribal lands are eligible. All easements must include a permanent vegetative buffer adjacent to the watercourse. Sponsors are not needed to acquire easements; agreements can be developed directly with individual landowners.

NRCS may also purchase perpetual non-agricultural easements, including land with buildings. The owner or sponsor will pay 25% of the cost to move or demolish the buildings. NRCS will pay 100% of the pre-disaster appraised value of the land and buildings. The intent is to purchase larger corridors with buildings, not single isolated parcels. Agreements can be developed with individual landowners.

3.0 NRCS Emergency Recovery Procedures

3.1 Purpose

This section has been developed to enhance the coordination, cooperation, and communication among participating governmental agencies prior to and during natural disasters.

3.2 Definitions

The following terms are used throughout this Emergency Recovery Plan:

Exigency	An exigency exists when the near-term probability of damage to life and property is high enough to demand immediate Federal action. Requires completion in within 60 day period.
Non-exigency	A non-exigency exists when the near-term probability of damage to life or property is high enough to constitute an emergency, but not sufficiently high to be considered an exigency. Measure must be complete within 220 days.
Local Contact	The local contact is generally the NRCS district conservationist (or acting) for the affected area.
Sponsor	Local unit or subdivision of state government, city, county, or tribe.
EWP Program Manager	Responsible for providing leadership and oversight of the EWP program.
State Conservationist	Responsible for all NRCS activities and programs in Arizona

3.3 Flood and Fire Emergency Processes

3.3.1 Document the Event

When a sudden watershed impairment occurs due to floodwater or fire, the local contact becomes the facilitator for EWP program activities, working with landowners and government entities. The local contact will document the event and immediately notify the Program Manager who will begin the process of contacting the local emergency management agency and other agencies to identify the magnitude and location of the

damages. The local county or city emergency management contact is listed in the **Resource Guide**. The Program Manager will complete the NRCS Electronic Disaster Report which serves to give the NRCS National Headquarters notice that there may soon be a request for EWP funds to remedy a watershed impairment.

3.3.2 Initial Eligibility Determination

The determination of initial eligibility is made by the local contact who is, in most cases, the District Conservationist.

Once the local contact has identified the location(s) of damage, a site visit will be conducted. The local contact will review the extent of the damaged areas and make a preliminary determination on the potential for EWP work.

The determination is made easier by positive answers to the following “Key Questions”

1) Was there a natural disaster?

In Arizona natural disasters may include floods, fires, windstorms (tornadoes and hurricanes), earthquakes, and drought.

2) Was there a sudden watershed impairment causing a threat to life and/or property? This includes:

- ♦ Damage to structures (residential or commercial)
- ♦ Damage to agriculture (productivity, crops, infrastructure, land)
- ♦ Sediment or erosion damage (wetland function, cultural resources, threatened or endangered species)
- ♦ Flood damage from debris in streams/rivers
- ♦ Potential for increased erosion damages due to lack of groundcover

3) Does the threat to life and property significantly exceed that which existed before the impairment? Funds may not be utilized to:

- ♦ Perform O&M or solve watershed problems that existed before the disaster
- ♦ Repair, rebuild, or maintain private or public transportation facilities, utilities or similar facilities
- ♦ Increase pre-disaster level of protection
- ♦ Make improvements not essential to the reduction of the threat

4) Is there a legal sponsor?

Sponsors must be:

- ♦ Willing to provide 25% of the total installation cost
- ♦ Responsible for O&M
- ♦ Willing and able to obtain landrights and necessary permits

The EWP Program Manager should be contacted for guidance on questionable sites.

The local contact will begin developing a case file for any potential projects. See **Resource Guide** for file contents.

3.3.3 Determine Sponsorship

Potential sponsors will be notified by the local contact to explore the possibility and interest in partnering to address the emergency situation. In most cases in Arizona, the probable Sponsor will be the County. A list of potential Sponsors (Local County Contacts) for each county in Arizona is shown in the **Resource Guide**.

3.3.4 Request For Financial and Technical Assistance

If the County is interested in utilizing the EWP Program to address the watershed impairment, the Sponsor will send a letter, requesting NRCS technical and financial assistance, to the NRCS State Conservationist.

3.3.5 Eligibility Assessment

After the locations of damage have been screened, the local contact will notify the EWP Program Manager of potential EWP eligible sites. The EWP Program Manager will assign staff to form an interdisciplinary Damage Survey Report Team. This Team will consist of the:

- a) State EWP Program Manager (PM)
- b) State Conservation Engineer (SCE)
- c) Environmental Coordinator (EC)
- d) Economist (SE)

Additional staff will be utilized when needed and may include the:

- e) Contracting Officer (CO)
- f) Cultural Resources Specialist (CR)

A listing of the NRCS emergency team (DSR team) and a copy of the Damage Survey Report is located in the **Resource Guide**.

The interdisciplinary DSR Team will visit the potential EWP sites, complete a damage survey report and make an eligibility recommendation to the State

Conservationist. The State Conservationist will determine final eligibility and exigency or non-exigency status.

3.3.6 Project Design

The State Engineer and the Field Team Leader begin the process of assigning survey and design teams and appointing a government representative and inspectors. The design team works with the project sponsor in preparing a design that can be submitted with the permit applications.

See the **Resource Guide** for engineering survey and design criteria.

3.3.7 Permitting

It is the desire of the NRCS to involve all of the permitting agencies in the review of the projects for input on what types of measures should be considered for removing the imminent threat.

Officially, the sponsor is responsible for obtaining all of the necessary permits to complete the project. There are instances when NRCS needs to be involved in the process.

U.S. Army Corps of Engineers – The Regulatory Division within the U.S. Corps of Engineers (ACOE) administers Section 404 of the Clean Water Act. Section 404 prohibits the discharge of dredged or fill material into waters of the United States, which includes wetlands, without a Department of Army permit issued by the ACOE.

The ACOE Nationwide 37 permit specifically addresses the NRCS Emergency Watershed Protection Program activities when dealing with “exigency” and “emergency” situations. When EWP recovery efforts require working in “waters of the U.S., the NRCS Environmental Specialist will coordinate all recovery work and any needed mitigation with the ACOE. The project sponsor will obtain all necessary permits prior to commencement of emergency EWP actions.

U.S. Fish and Wildlife Service - NRCS policy promotes the conservation of threatened and endangered species and, consistent with legal requirements, the avoidance and prevention of activities detrimental to such species. NRCS will consult with the U.S. Fish and Wildlife Service and with their assistance will insure that any action, authorized, funded, or carried out, does not jeopardize threatened and endangered species or result in the destruction or adverse modification of habitat of such species.

Therefore, in an emergency, the NRCS is required to contact the U. S. Fish and Wildlife Service (USFWS), if the emergency action may affect listed species and/or designated critical habitat. This contact constitutes the first stage in formal

Endangered Species Act (ESA) section 7 consultation, which is required when consultation is initiated under emergency situations (50 CFR.402.05). The intent of this initial contact is to inform the USFWS that emergency procedures are being invoked and that measures to minimize impacts will be employed. Where possible, the USFWS may provide advice to reduce the potential for adverse effects on listed species.

State Historic Preservation Officer - As the lead agency, NRCS must address all potential cultural resource issues. Working with the Arizona State Historic Preservation Office (SHPO), local tribes, other Federal agencies, and local sponsors, all damaged areas must be surveyed to insure that restoration activities will not damage or destroy cultural resources (36CFR800).

The guiding principle with respect to considering cultural resources during emergency work is to implement normal NRCS procedures for protecting cultural resources to the fullest extent practicable without endangering human life or property. If begun promptly, there will often be sufficient time to complete the normal process outlined in the Arizona Cultural Resources Handbook. This will be particularly true of smaller and non-exigent situations.

In cases where it is not possible or cost effective due to the severity or scale of the disaster, to implement normal cultural resources procedure, the State Conservationist may elect to implement the following procedures, which are based on directives contained in the NRCS National Watershed Manual (7 CFR 624) and 36 CFR 800.12. The State Conservationist may also elect to have the NRCS Chief, or designee, request an emergency waiver under 36 CFR 78 as an alternative for dealing with disasters of major scale. In such cases NRCS will either develop an appropriate plan consistent with 36 CFR Part 78, or execute a programmatic agreement with the Advisory Council for Historic Preservation for considering historic properties.

Consultation with American Indian tribes with regard to historic properties and properties of traditional cultural value will occur according to the terms of individual programmatic agreements between NRCS and tribes, or lacking an agreement, under terms of CFR 800.2 A, B and C.

Procedures for emergency actions for exigencies and non-exigencies are found in Section K of the **Resource Guide**.

Local Permits - Counties may also require additional permits such as fill and grade, shorelines, etc.

It should be noted that failure of a sponsor to obtain necessary permits that results in contractor delay or termination of a contract, generally, will result in the excess

costs being the responsibility of the sponsor as the permits are equivalent to property-rights.

When working on Indian Reservations the Tribal permitting processes will be followed. Each tribe has their own set of contractual rules and permitting processes. See the **Resource Guide** for the listing of tribal contacts.

3.3.8 Project Agreement

The project agreement can be initiated after eligibility is determined but cannot be finalized until all the needed permits, land rights, and Operation and Maintenance agreement are completed and/or obtained.

The NRCS Contracting Officer initiates the Project Agreement. The project agreement specifies the scope of work to be performed, project costs, in-kind contributions, and terms for accepting the completed project.

3.3.9 Contracting Process

Typically, the primary method of contracting on EWP projects has been the Federal contract. In recent years, however, other contracting methods have been used. These were explained in Section 2.8.

Additional information regarding contracting and sample agreements and contracts are located in the **Resource Guide (Section 3)**.

3.3.10 Construction Inspection

Project work begins once the contract is awarded. An assigned project inspector and NRCS government representative will monitor the project work. The inspection process ensures the project is being conducted consistent with the construction drawings and to the contract specifications.

3.3.11 Project Completion and Acceptance

Once the contractor has completed the project the project sponsor, the government representative, and the contracting officer review the project to ensure all the necessary work is complete and in accordance with the requirements specified in the construction contract. If the project work is deemed complete, the project is accepted and as-built drawings completed.

When the project is accepted, the budget officer will issue a payment to the contractor and send an invoice to the sponsor for reimbursement of the sponsor's share of project costs.

3.3.12 Project Evaluation

Following the project completion, the EWP Program Manager and support staff will evaluate the response to the emergency and the processes used to implement the program. Necessary changes will be made to improve the process to address future disasters.

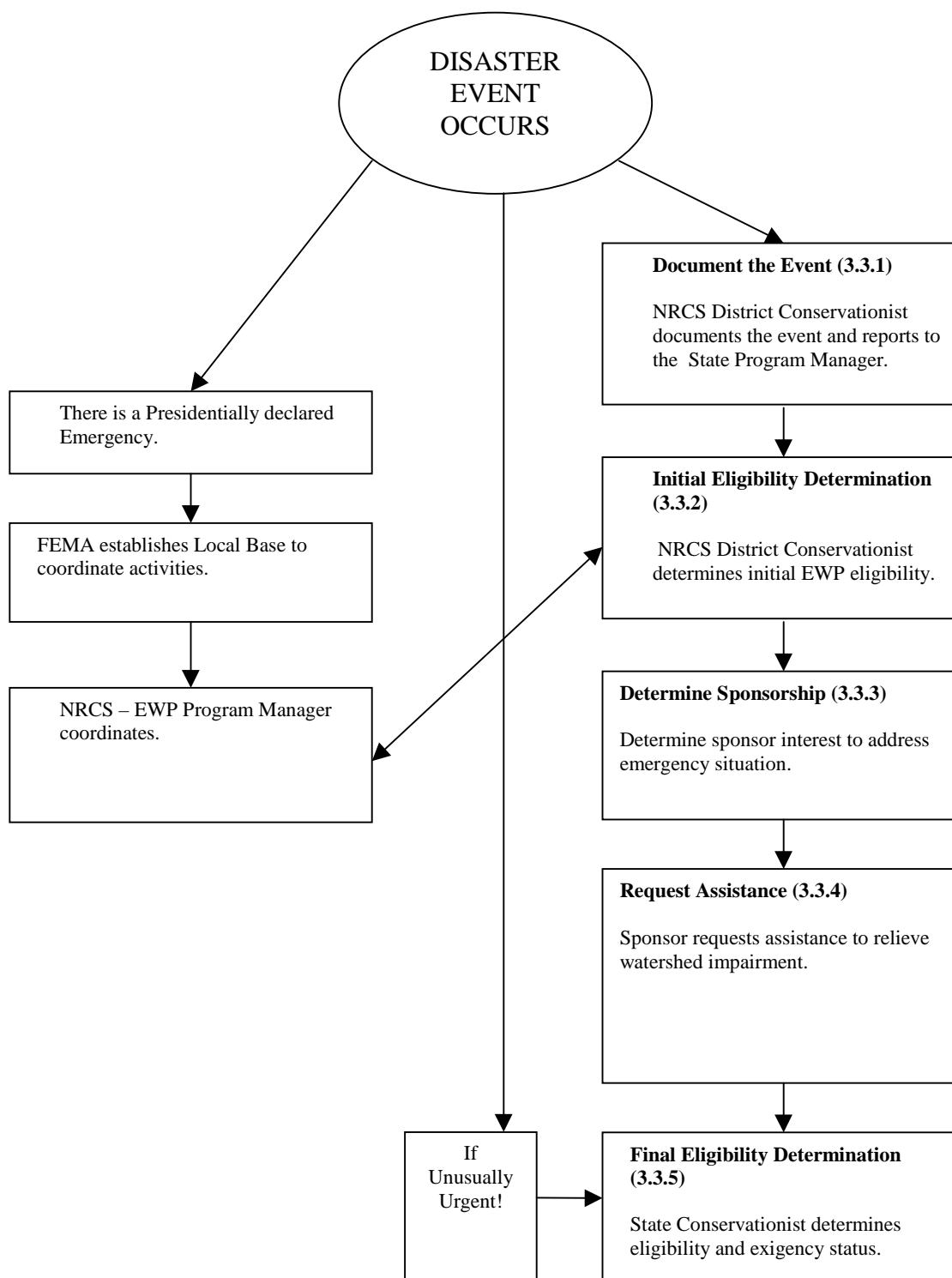
A completion report will be prepared by the EWP Program Manager and sent to NRCS National Headquarters.

3.3.13 Project Follow-up

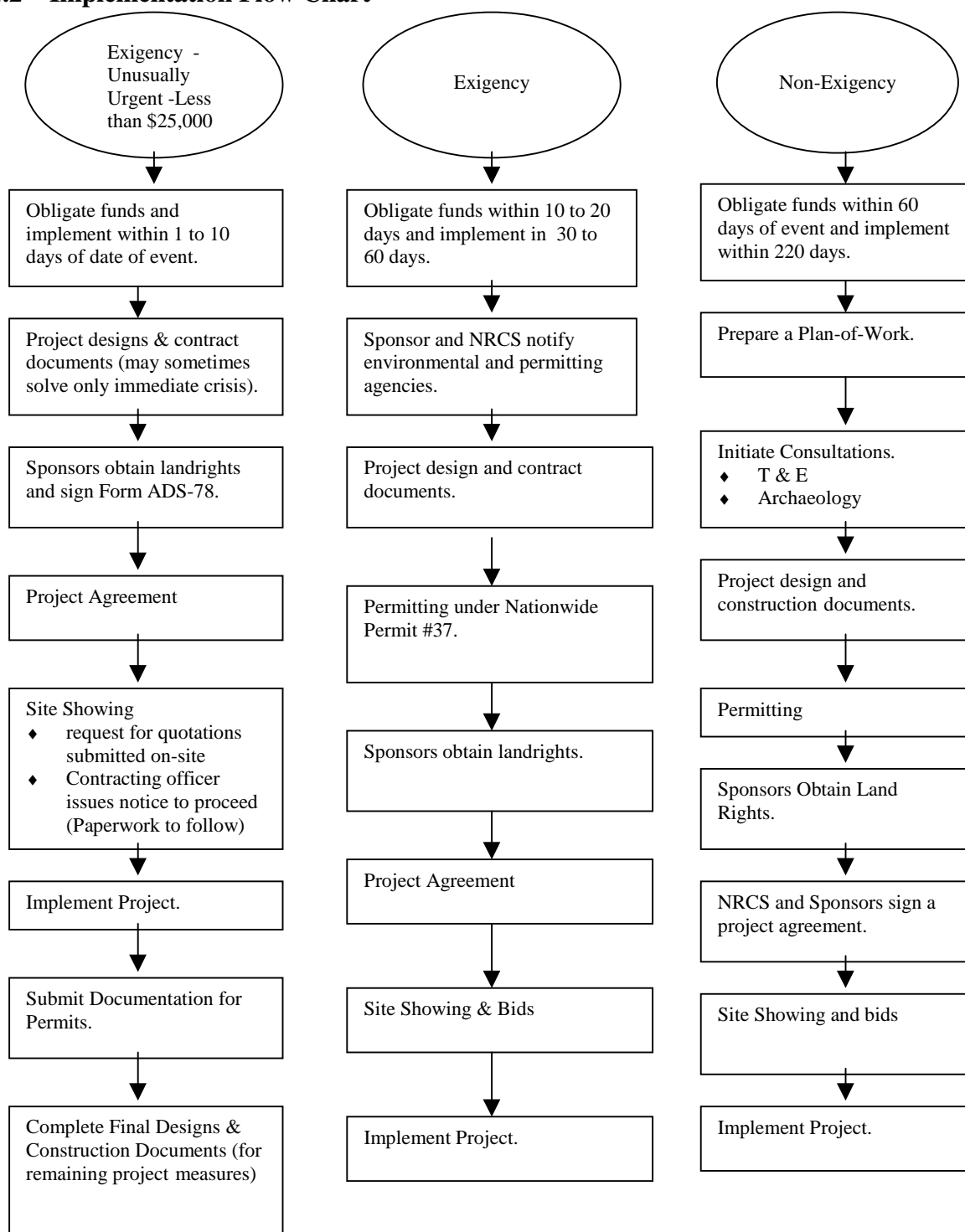
Periodically, the local contact will meet at the project site with the sponsor to evaluate how the project is functioning and to determine if the terms of the operation and maintenance agreement are being implemented. NRCS personnel will take a photograph of the site to document the environmental effects of the EWP measure.

3.4 Emergency Recovery Process Flow - Flood or Fire

3.4.1 Eligibility Flow Chart



3.4.2 Implementation Flow Chart



After alleviation of the immediate threat, proceed to design more permanent solution and proceed as exigency or non-exigency (if necessary)

3.5 Drought -Emergency Processes Described

3.5.1 Drought Disaster Declaration Process

The Governor of Arizona through the Arizona Drought Task Force works with the USDA-AZ and other local, state and Federal agencies to obtain water supply reports and other drought monitoring data. Based on recommendation from state officials that a serious drought exists, the Governor declares a Drought Emergency and requests assistance from the Federal Government.

Based on County Damage Assessment Reports, that determine agricultural losses, the USDA State Emergency Board (SEB) determines that a drought emergency exists under applicable regulations. Only after this action can NRCS utilize the EWP Program for a drought emergency.

3.5.2 NRCS EWP Actions

The Program Manager will complete NRCS Electronic Disaster Report found at the NHQ-EWP FTP site <ftp.nhq.nrcs.usda.gov> which is managed by the EWP National Program Manager. This serves to give the National Headquarters a notice that there may soon be a request for EWP funds to remedy a watershed impairment.

The Program Manager works with State leadership and other state technical personnel to develop further program criteria, if needed, to address the effects of the disaster.

The Program Manager, Contracting Officer, and the District Conservationist advise potential sponsors of the EWP program for drought and of the responsibilities that Sponsorship entails. Sponsors for the EWP drought program have been county governments or tribal governments and a Cooperative Project Agreement must be written between the Sponsor and the NRCS.

The State Conservationist announces the EWP drought program to the public and takes applications.

3.5.3 Request for Funding/Approval

When the DSRs are complete for each eligible drought area and signed by the Sponsor and the State Conservationist, the EWP Program Manager will fax a copy of the DSR along with a Request for Funding to the National Program Manager. If money is available at the national level, the NHQ Program Manager will set up a drawing account with sufficient funds for both the technical assistance (TA) and the financial assistant (FA).

4.0 *Emergency Recovery Communication Plan*

4.1 Goals

The overall goal of the communication plan is to outline responsibilities, timeframes, and methods for keeping the public informed about NRCS EWP activities and events. The EWP Program Manager will be responsible for establishment of internal communication procedures and coordination. The EWP Program Manager will keep the Public Affairs Officer informed of disaster occurrences.

The communication plan will:

- ♦ Provide uniform, consistent information to sponsors and the general public.
- ♦ Provide landowners and sponsors information about how to apply for the program.
- ♦ Keep decision-makers informed of progress.
- ♦ Let public know how tax dollars are being spent.

4.2 Objectives

The Public Affairs Officer will prepare a media list for the affected area. News releases may be issued at the following stages of the emergency action:

- ♦ Immediately following disaster to indicated that assistance is available.
- ♦ Following completion of damage assessments to report proposed actions.
- ♦ At the resolution of an “unusually compelling” situation.
- ♦ During construction phase.
- ♦ When construction completed.
- ♦ At other occasions when deemed necessary.

Key messages to convey are:

- ♦ Role of NRCS technical expertise and financial assistance in disaster recovery.
- ♦ What can be/has been accomplished including:
 - ◇ people benefited
 - ◇ number of homes/businesses/community structures protected
 - ◇ value of services provided
 - ◇ role and contribution of sponsors
 - ◇ environmental benefits provided.

4.3 Audience

- ♦ Congressional delegation
- ♦ State Legislators
- ♦ General Public
- ♦ Media (Newspaper, television and radio)

4.4 Roles and Responsibilities

Public Affairs Officer/	Responsible for developing and implementing a Communication Plan for the disaster.
Local Contact (District Conservationist or Field Office Contact)	Responsible for providing local information on the area and resource damage and available to talk with the media on the damage.
Government Representative	Responsible to work with Public Affairs to provide information on the progress of the recovery effort and available to talk with the media on the effort.
EWP Program Manager	Available to talk with the media about the program.

5.0 TYPICAL MEASURES

5.1 Flood

NRCS uses various practices to stabilize watersheds after a watershed impairment occurrence. These measures focus on the resource issues that present an imminent threat to life and property. The types of repair and protection practices NRCS-Arizona uses to restore watersheds include practices that (Note that detailed descriptions of these commonly used practices are available on the NRCS Arizona website):

5.1.1 Restore Stream Channel Capacity - Restoring stream channel (hydraulic) capacity in general requires removing and disposing of debris composed of woody material, sediments, or larger mineral material such as cobbles or boulders. NRCS will not remove hazardous material, such as fuel storage tanks; State agencies are responsible for this.

5.1.1a Clearing and Snagging - This involves removing snags, drifts, or other obstructions from a channel in order to increase the flow capacity of the channel. Special attention shall be given to restoring, maintaining, or improving landscape resources and habitat for fish and wildlife.

5.1.2 Stabilize and Protect Streambanks - Structural practices (armoring), soil bioengineering, stream restoration, vegetative plantings, or a combination of these practices stabilize and protect streambanks. The NRCS Engineering Field Handbook (EFH) details many of these methods aimed at streambank restoration. Streambanks may be protected indirectly by modifying stream flow away from them.

5.1.2a Bank Shaping and Vegetating – This measure involves excavating and filling the raw, eroded stream bank to a side slope which is suitable for the site and planting appropriate plant materials to stabilize the side slope.

5.1.2b Jacks/Jack fields – This involves the installation of individual structures made of wood, concrete or steel poles crossed and wired together at the ends and midpoints. They are anchored in rows, parallel to an eroding streambank.

5.1.2c Log, Rootwad and Boulder Revetment – This is a technique in which logs, rootwads, and boulders are placed at strategic locations in and on streambanks.

5.1.2d Rock Riprap – This is a blanket of graded rock placed on a shaped streambank surface, which provides structural slope protection so that

erosion can be slowed or stopped. This will allow for the eventual recovery of natural vegetation.

5.1.2e Stream Barbs – These are low rock sills which project out from a streambank and across the stream thalweg to redirect streamflow away from an eroding bank.

5.1.2f Vegetated Rock Gabions/Gabions – A gabion is a rectangular basket made of heavily galvanized wire mesh filled with small to medium size rock and laced together and installed at the base of a bank to form a structural toe or sidewall. Vegetation may/or may not be incorporated by placing live branches between each layer of rock filled baskets.

5.1.3 Repair or Remove Damaged Dams, Dikes, and Levees - Damaged water control structures that include dams, dikes, and levees either require repair practices or may need to be removed if repair is neither feasible nor cost-effective.

5.1.4 Protect Structures Located in Floodplains - Floodplain diversions will divert flow away from valued or sensitive structures such as water treatment plants, while sediment or debris basins trap materials up-gradient before they can reach such structures.

5.1.4a Dikes – These are embankments constructed of earth or other suitable materials to protect land against overflow or to regulate water.

5.1.4b Non-Structural Measures – These include measures that:

- ♦ Mitigate flood Damages – This includes the purchase of flood insurance in areas that have been designated high risk.
- ♦ Prevent Flood Damages – Prevention measures are designed to keep the problem from occurring or getting worse. They insure that future development does not increase flood damage. They include:
 - ◇ Planning and zoning
 - ◇ Open space preservation
 - ◇ Floodplain development regulations
 - ◇ Subdivision regulations
 - ◇ Building codes and standards
 - ◇ Floodplain ordinances

- ♦ **Protect Properties** – These are measures used to modify buildings subject to flood damage rather than to keep floodwaters away. They may include:
 - ◇ Relocation
 - ◇ Acquisition
 - ◇ Building elevation
 - ◇ Floodproofing
 - ◇ Barriers

5.1. 4c Floodplain Easements – These involve paying landowners for the right to allow flooding on flood-prone areas. NRCS and the Army Corps of Engineers currently have programs.

5.1.5 Restore Damaged Upland Areas of Watersheds - Critical area treatment of upland portions of watersheds reduces the potential for extreme soil loss and sedimentation, mudslides, and damage to roads and structures through accelerated runoff from unprotected slopes. Critical area treatments include planting or seeding, installing upland diversions, drains and conveyances, and building sediment and debris basins.

5.1.5a Critical Area Plantin - Planting vegetation such as trees, shrubs, vines, grasses, or legumes, on highly erodible or critically eroding areas

5.1.5b Mulching, Netting, and Matting – Mulching includes the application of a protective blanket of straw or other plant residue, gravel, or synthetic material to the surface of the soil.

5.1.5c Gabions/Gabion Revetment – A revetment is a facing placed on a bank or bluff of stone to protect a slope, embankment, or shore structure against erosion by wave action or currents.

5.1.5d Grade Stabilization Structure – This is a structure used to control the grade and head cutting in natural or artificial channels. These structures come in many designs.

5.1.6 Wildlife habitat enhancement practices may be installed concurrently while installing measures to reduce threats to life and property. Other measures may be installed to mitigate excessive erosion that could occur during the EWP project installation.

5.1.6a Boulder Clusters – In this technique, groups of boulders are placed either randomly or selectively, in clusters and/or individually.

5.1.6b Boulder or Log Weir – Boulders or logs are laced across the channel and anchored to the channel bank and/or bed in order to check the water and raise its level for diversion purposes.

5.1.7 During the construction phase, while implementing EWP measures, there is a need to utilize temporary erosion prevention measures. The following are among the more commonly used practices.

5.1.7a Silt Fence – A temporary structure to prevent or minimize transport of sediment in storm water run off.

5.1.7b Straw Bale Barrier – A temporary sediment barrier consisting of a row of entrenched and anchored rice or wheat straw bales.

5.1.7c Temporary Seeding – Planting of rapidly growing annual grasses, small grains, or legumes on disturbed areas.

5.1.7d Topsoiling <Link> – Salvaging, storing, and using topsoil to enhance final site stabilization with vegetation.

5.2 Fires

5.2.1 Land Treatment

5.2.1a Mulching - Provides instant ground cover for sensitive areas. The objective of mulching is to minimize erosion by providing a suitable ground cover to help reduce raindrop impact and to disperse overland flow. Examples of where mulching is commonly used are on; highly erodible soils, areas that burned very hot and lost all ground cover, fire lines that have crossed drainages, road fill slopes adjacent to perennial streams, and fire lines in highly erodible soils.

5.2.1b Seeding - Is prescribed as a means of reducing surface erosion. The objective is to provide ground cover that will protect the soil from raindrop splash and surface runoff and will provide a stabilizing root mass to bind the soil particles together. Commonly treated areas are: highly erodible soils that burned hot and lost all ground cover; areas adjacent to drainages that burned hot; areas where the soil seed bank was destroyed or was not present; and equipment constructed fire lines. Seed must be applied before rains occur and before the weather turns too cold for effective seed germination. If this does not happen the vegetation will not grow large enough to provide the needed ground cover.

5.2.1c Contour Felling or Log Erosion Barriers - Contour felling is usually applied by felling sub-merchantable trees (less than 10 inches). The trees are bucked to a manageable length, limbed so they can lie on the soil surface and then placed on contour and where possible, braced against stumps. Number of logs range from 30 to 100 logs per acre.

5.2.1d Straw Wattles - They are similar to contour felling in the principal of how they work. Straw wattles easily make contact with the soil surface thus providing an effective and low risk barrier to soil movement. They are one of the most expensive treatments. The life expectancy is about 2 to 4 years.

5.2.1e Silt Fences - They are made of a geo-textile fabric that can be unrolled and hung on a fence. They are typically applied where surface runoff with significant sediment is expected. They are placed in low gradient swale areas with large storage areas. Proper installation is critical to prevent "blowouts" underneath the fence.

5.2.1f Tilling - Tilling can be an effective tool to improve infiltration on hydrophobic soils and to reduce erosion. The treatment should be applied on contour and on slopes less than 35%. It is usually done in 8-foot wide strips with 25 feet between tilled strips. Tilling can be implemented

shortly after the fire is controlled, which increases flexibility on late summer and fall fires.

5.2.1g Disking - can be used to break up hydrophobic soil layers near the surface. Since a disc runs across the surface, it can move with more ease and avoid problems of brush balling up the operation.

5.2.2 Channel Treatments

5.2.2a Grade Stabilizers - These treatments are used to reduce channel down cutting by establishing grade control, decrease water velocity, and maintain correct width/depth ratio. They are effective in preventing sediment from entering perennial streams during the first winter by trapping and metering sediment through the system.

5.2.2a.1 Rock Grade Stabilizers - They are used in ephemeral or small intermittent channels. To properly function some type of sealing material is needed to fill in the rock voids.

5.2.2a.2 Log Grade Stabilizers - They are used in ephemeral or small intermittent channels where there is standing or down wood present near the dam location. Logs are normally 12 to 20 inches in diameter. .

5.2.2b Check Dams –

5.2.2b.1 Log Check Dams - They are used in intermittent or small perennial drainages. They are used to replace large debris that may have been burned out during the wildfire. Log sizes range from 12 to 18 inches in diameter and are stacked on top of each other to achieve the desired height. Critical design steps include, properly keying the logs into the bank, having a spillway large enough to accommodate the expected peak flows, and providing an energy dissipater below the dam.

5.2.2b.2 Straw Bale Check Dams - They are used in ephemeral channels to prevent sediment from entering perennial streams during the first winter following the fire. Straw bale dams work very well in areas that do not have native rock or logs. They work best in areas with low channel gradients, giving increased sediment storage capacity.

5.2.2c Bank and Channel Armoring - This treatment is used to reduce the potential impacts from increased peak flows on unstable stream reaches. Armoring is the placement of rock along unstable stream banks and along the toe of slumps to provide stability against the increased peak flows, anticipated as a result of the fire.

5.2.2d Channel Clearing and Snagging - This treatment is utilized to reduce the potential for loss of life due to floatable debris, clogging up behind bridges or clogging drainages thus damming water and causing debris torrents.

5.2.2e Debris Basins - They are constructed structures built to trap and hold debris and sediment. They are built in depositional areas that have large storage capacity. It is important to maintain the channel gradient and not dig the basin into the channel. Head cutting can result from improperly placed or constructed debris basins. It is important to have vehicle assess to the basin so they can be cleaned periodically to restore usefulness.

5.3 Typical Measures – Drought

5.3.1 Typical Drought Damage Reduction Measures - The types practices NRCS-Arizona uses to protect life and property downstream of rangeland include practices that maintain ground cover. The two primary practices are:

5.3.1a Prescribed Grazing – Prescribed grazing is a management practice that will ensure that grazing is well managed to maintain the vegetative cover on those areas of the ranch that will continue to be grazed during the contract period. Specifically, the practice shall consist of controlling the location, timing, and intensity of domestic livestock grazing.

5.3.1b Deferred Grazing - Postponing grazing or resting grazing land for a scheduled period of time. In areas with bare ground or low percent ground cover, deferred grazing will reduce runoff and sediment yield because of increased ground cover and greater infiltration rates.

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RESOURCE GUIDE

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SECTION I

CONTACTS FOR EMERGENCY WATERSHED ASSISTANCE

A - Local (NRCS) Contacts

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I-A - Arizona NRCS Contacts

Local Arizona officials who believe that they have a remaining threat to life and property that has resulted from a natural event (flood, fire, storm) should contact their local NRCS District Conservationist using the directory linked below.

[Arizona State Directory](#)

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B - Federal and State Contacts

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Agency Contacts

*Federal**Organization**Address**Work Phone**Contact Type*

Army Corps of Engineers	3636 N. Central Ave. Phoenix, AZ 85012-	(602) 640-5385	404 Permit
U.S. Fish and Wildlife Service	2321 W. Royal Palm #103 Phoenix, AZ 85021-	(602) 627-7100	Section 7 Consult
Fed. Emergency Mgt. Agency Region IX	1111 Broadway Suite 1200 Oakland, CA 94607-4052	(510) 925-8510	
U.S. Forest Service, Regional Forester	333 Broadway, SE Albuquerque, N.M. 87102-	(509) 962-8911	
U.S. Environmental Protection Agency	75 Hawthorne St. San Francisco CA 94105-	(415) 744-1305	
U.S. Forest Service			
Apache Sitgreaves National Forest	P.O. Box 640 Springerville, AZ 85938	(928) 333-4301	
Coconino National Forest	2323 E. Greenlaw Lane Flagstaff, AZ 86004	(928) 527-3600	
Coronado National Forest	300 W. Congress St. Tucson, AZ 85701	(520) 670-4552	
Kaibab National Forest	800 South 6 th St. Williams, AZ 86046	(928) 635-8200	
Tonto National Forest	2324 E. McDowell Rd. Phoenix, AZ 85006	(602) 225-5200	
Prescott National Forest	344 S. Cortez St. Prescott, AZ 86303	(928) 771-4700	

State

<i>Organization</i>	<i>Address</i>	<i>Work Phone</i>	<i>Contact Type</i>
Arizona Dept. of Water Resources	500 N. 3 rd St. Phoenix, AZ 85007-	(602) 417-2410	Dam Safety/Water Rights
Arizona Department Environmental Quality	3033 N. Central Ave. Ste. 1143 Phoenix, AZ 85012-	(602) 207-2203	401 Permit
Arizona Department of Game and Fish	2221 W. Greenway Rd.. Phoenix, AZ 85023-	(602) 942-3000	T&E Species/Concerns
Arizona Department of Emergency Mgt.	5636 E. McDowell Rd. Phoenix, AZ 85008-	(602) 267-2731	All
State Historic Preservation Office	1300 W. Washington Phoenix, AZ 85007-	(602) 542-4009	Cultural Resources
Arizona Department of Agriculture	1688 W. Adams Phoenix, AZ 85007	(602) 542-4373	Drought

C – Arizona County Contacts

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County Supervisors Association of Arizona
see County Supervisors Association of Arizona for Current Members
(<http://www.governet.net/CSA/main.cfm?loc=members>)

County Supervisors Office

Apache County
P.O. Box 428
St. Johns, AZ 85936
Phone (928) 337-4364
Fax (928) 337-2003

Cochise County
1415 W. Melody Ln.
Bisbee, AZ 85603
Phone (520) 432-9200
Fax (520) 432-5016

Coconino County
219 E. Cherry
Flagstaff, AZ 86001
Phone (928) 779-6690
Fax (928) 779-6687

Gila County
1400 E. Ash St.
Phone (928) 425-3231
Fax (928) 425-0319

Graham County
921 Thatcher Blvd.
Safford, AZ 85546
Phone (928) 428-3250
Fax (928) 428-5951

Greenlee County
P.O. Box 908
Clifton, AZ 85533
Phone (928) 865-2072
Fax (928) 865-4417

La Paz County
1108 Joshua Ave.
Parker, AZ 85344
Phone (928) 669-6115
Fax (928) 669-9709

Emergency Contacts

County Administrator
Annex – 75 W. Cleveland
St. Johns, Arizona 85936
Phone (928) 337-4364
Fax (928) 337-2003

County Administrator
1415 W. Melody Lane
Bisbee, AZ 85603
Phone (520) 432-9200
Fax (520) 432-5016

County Manager
219 E. Cherry
Flagstaff, AZ 86001
Phone (928) 779-6691
Fax (928) 779-6687

County Manager
1400 E. Ash St.
Phone (928) 425-3231 ext. 8754
Fax (928) 425-0319

County Manager
921 Thatcher Blvd.
Safford, AZ 85546
Phone (928) 428-3250
Fax (928) 428-5951

County Administrator
P.O. Box 908
Clifton, AZ 85533
Phone (928) 865-2072
Fax (928) 865-4417

County Administrator
1108 Joshua Ave.
Parker, AZ 85344
Phone (928) 669-6115
Fax (928) 669-9709

Maricopa County
301 W. Jefferson, 10th Fl.
Phoenix, AZ 85003
Phone (602) 506-3415
Fax (602) 506-3328

Director, Emergency Management
301 W. Jefferson, 10th Fl.
Phoenix, AZ 85003
Phone (602) 506-3415
Fax (602) 506-3328

Mohave County
P.O. Box 7000
809 E. Beale St.
Kingman, AZ 86402

County Manager
P.O. Box 7000
809 E. Beale St.
Kingman, AZ 86402

Phone (928) 753-0729
Fax (928) 753-5103

Phone (928) 753-0729
Fax (928) 753-5103

Navajo County
P.O. Box 668
Holbrook, AZ 86025
Phone (928) 524-4053
Fax (928) 524-4239

County Manager
P.O. Box 668
Holbrook, AZ 86025
Phone (928) 524-4053
Fax (928) 524-4239

Pima County
130 W. Congress
Tucson, AZ 85701
Phone (520) 740-8751
Fax (520) 740-8171

County Administrator
130 W. Congress
Tucson, AZ 85701
Phone (520) 740-8661
Fax (520) 740-8171

Pinal County
P.O. Box 827
Florence, AZ 85323
Phone (520) 868-6211
Fax (520) 868-6512

County Manager
P.O. Box 827
Florence, AZ 85323
Phone (520) 868-6212
Fax (520) 868-6512

Santa Cruz County
2150 N. Congress Dr.
Nogales, AZ 85621
Phone (520) 375-7812
Fax (520) 375-7843

County Manager
2150 N. Congress Dr.
Nogales, AZ 85621
Phone (520) 761-7800
Fax (520) 375-7843

Yavapai County
1015 Fair St.
Prescott, AZ 86301
Phone (928) 771-3200
Fax (928) 771-3181

Director, Emergency Mgt. Dept.
1100 Commerce St.
Prescott, AZ 86305
Phone (928) 771-3321
Fax (928) 771-3323

Yuma County
198 S. Main St.
Yuma, AZ 85364
Phone (928) 329-2104
Fax (928) 329-2001

County Administrator
198 S. Main St.
Yuma, AZ 85364
Phone (928) 329-2104
Fax (928) 329-2001

County Supervisors Association
Mailing Address: 1905 W. Washington St., Suite 100, Phoenix, AZ 85009
Phone: (602) 252-5521 Fax: (602) 253-3227

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D- Arizona Tribal Contacts

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ARIZONA INDIAN NATIONS

OrganizationName	Address	City	State	PostalCode	WorkPhone	FaxNumber
Colorado River Indian Tribes	Rt. 1, Box 23B	Parker	Arizona	85344	520-669-9211	520-669-1391
Yavapai Apache Nation	2400 W. Datsi Street	Camp Verde	Arizona	86322	520-567-3649	520-567-3994
Ft. Mohave Tribe	500 Merriman Avenue	Needles	California	92363	760-629-4591	760-629-5767
Hopi Tribe	PO Box 123	Kykotsmovi	Arizona	86039	520-734-2441	520-734-2435
Hualapai Nation	PO Box 179	Peach Springs	Arizona	86434	520-769-2216	520-769-2343
Navajo Nation	PO Box 9000	Window Rock	Arizona	86515	520-871-6352	520-871-4025
Pascua Yaqui Tribe	7474 South Camino de Oeste	Tucson	Arizona	85746	520-883-5000	520-883-5014
Salt River Pima Maricopa Indian Community	10005 E. Osborne Road	Scottsdale	Arizona	85256	480-850-8000	482-850-8014
White Mountain Apache Tribe	PO Box 700	Whiteriver	Arizona	85941	520-338-4346	520-338-1514
Yavapai-Prescott Indian Tribe	530 E. Merritt Street	Prescott	Arizona	86301	520-445-8790	520-778-9445
Gila River Indian Community	P.O. Box 97	Sacaton	Arizona	85247	520-562-6000	520-562-6010
Kaibab-Paiute Tribe	HC65, Box 2	Fredonia	Arizona	86022-	520-643-7245	520-643-7260
San Juan Southern Paiute Tribe	PO Box 1989	Tuba City	Arizona	86045	520-283-4587	520-283-5761
Tonto Apache Tribe	Tonto Apache Reservation #30	Payson	Arizona	85541	520-474-5000	520-474-9125
Cocopah Tribe	Avenue G & County 15th	Somerton	Arizona	85350	520-627-2102	520-627-3173
Chemehuevi Indian Nation	PO Box 1976	Havas Lake	California	92363	619-858-4301	619-585-5400
Tohono O'odham Nation	PO Box 837	Sells	Arizona	85634	520-383-2028	520-383-3379
San Carlos Apache Tribe	PO Box "0"	San Carlos	Arizona	85550	520-475-2361	520-475-2567
Ft. McDowell Yavapai Nation	PO Box 17779	Fountain Hills	Arizona	85269	480-837-5121	480-816-0294
Quechan Tribe	PO Box 1899	Yuma	Arizona	85366-1899	760-572-0213	760-572-2102
Havasupai Tribe	PO Box 10	Supai	Arizona	86435	520-448-2731	520-448-2551

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SECTION II

Government Agency Program Resources

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Introduction

Knowledge about governmental agencies' emergency programs and their responsibilities and who to call or contact during the initial stages of an emergency is critical. The various agency roles by branch of government are listed below.

Federal Agency Roles and Responsibilities

Army Corps of Engineers

Within the Army Corps of Engineers (ACOE), NRCS and the project sponsors will have close contact with Emergency Management Division and the Regulatory Division.

Emergency Division

A mission of the Emergency Management Division is to provide assistance, within its authorities, when natural disasters or other emergencies occur. Public Law 84-99 enables the ACOE to assist state and local authorities in flood fight activities and to cost share in the repair of flood protection structures. Public Law 93-288 authorizes the Federal Emergency Management Agency to task the ACOE with disaster recovery missions under the Federal Response Plan.

The ACOE provides the following emergency programs:

Preparedness/Technical Assistance

The ACOE conducts flood exercises and a training course with local communities; they develop regional and local flood fight plans; and stock supplies and equipment necessary for flood fighting.

Flood Fight Assistance

A local request for assistance is necessary to initiate an ACOE emergency response. All requests are coordinated with the State Emergency Management Office prior to responding. In addition, the ACOE Emergency Operations Center notifies the U.S. Fish and Wildlife Service and other agencies.

Requests for flood fight assistance is evaluated by the ACOE to assure the following:

- ♦ There is an imminent threat to life or improved property. (River is above flood stage, except in special cases)
- ♦ The response effort is beyond the capabilities of the local resources. Local government has declared an emergency.

ACOE flood fight efforts will be in accordance with sound engineering principles, economic justification, and environmental consideration.

Advance Measure Assistance

The ACOE may perform Advance Measure projects prior to flooding or flood fighting to protect against loss of life or damages to property. An imminent threat of unusual flooding must exist to justify Advance Measures assistance from the ACOE.

The following criteria need to be met for Advance Measure Projects:

- ♦ A written request from the Governor or the Bureau of Indian Affairs is required for ACOE assistance.
- ♦ An imminent threat of unusual flooding must exist.
- ♦ The project must be beyond the capability of local resources.
- ♦ The project must have a favorable benefit to cost ratio.

The sponsor must sign a project agreement, in which the sponsor agrees to provide lands and/or rights-of-way, hold the ACOE harmless, and either remove all temporary work or upgrade the work to acceptable ACOE standards.

ACOE assistance will be terminated when the imminent flood threat ends.

Levee Rehabilitation Assistance

The ACOE may assist local sponsors in repairing eligible levees that are damaged or destroyed in flood events. Rehabilitation of damaged flood control works is explicitly defined as emergency work. All aspects of work related to rehabilitation of damaged flood control works are addressed using all available methods with urgency, exigency, and expediency, consistent with providing responsive, cost effective assistance. Repair work must be initiated within 60 days of project approval.

Regulatory Division

The Regulatory Division within the ACOE administers Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act. Federal law (Section 404 of the Clean Water Act) prohibits the discharge of dredged or fill material into waters of the United States which includes wetlands, without a Department of Army permit issued by the Corps of Engineers. Under Section 10 of the Rivers and Harbors Act no work may commence in traditional navigable waters of the U.S. without a permit from the ACOE. Applicants must apply for a Section 404 permit. Section 401 of the Clean Water Act requires applicants for the 404 permit to also receive 401 Certification from the appropriate certifying agency (Department of Ecology or Environmental Protection Agency). The 401 certification can cover both the construction and operation of the proposed project. Conditions of the 401 Certification become conditions of the ACOE 404 permit.

The ACOE Nationwide 37 permit specifically addresses the NRCS Emergency Watershed Protection Program activities when dealing with “exigency” or “urgent and compelling” emergencies. The local sponsor and NRCS will notify the ACOE verbally and in writing addressing the following items: Name, address and telephone of the prospective permittee; location of project; brief description of the project; the purpose; direct and indirect adverse environmental effects the project may cause; other permits the sponsor is seeking and a wetland determination for the site. The Regulatory Division address is: 3636 N. Central Avenue, Suite 760, Phoenix, AZ 85012-1936.

Federal Emergency Management Agency

The Federal Emergency Management Agency (FEMA) is an independent agency of the Federal Government, reporting to the President. FEMA’s mission is to reduce the loss of life and property and

protect our nation's critical infrastructure from all types of hazards through a comprehensive, risk-based, emergency management program of mitigation, preparedness, response, and recovery. For "Presidential declared" disasters, they coordinate the Federal Government activities. Some of their other duties include: advising on building codes and floodplain management; teaching people how to get through a disaster; helping equip local and state emergency preparedness; making disaster assistance available to states, communities, businesses and individuals; training emergency managers; and administering the national flood and crime insurance programs.

FEMA Financial Assistance Programs

FEMA offers three financial assistance programs:

- ♦ Individual Assistance Program-Provides assistance to people and businesses get back on their feet. Examples are low interest loans, cash grants, housing assistance, crisis counseling, etc.
- ♦ Public Assistance Program has grants available to assist state and local government agencies and certain private nonprofit organizations.
- ♦ Hazard Mitigation Program assists with activities that reduce or eliminate losses from natural disasters. Mitigation involves keeping homes away from the floodplains, engineering bridges to withstand earthquakes, creating and enforcing effective building codes, etc. This program is available to local and state government agencies, certain private nonprofit organizations, and tribes.

Fish and Wildlife Service

The U.S. Fish and Wildlife Service's mission is working with others, to conserve, protect and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people. Like the National Marine Fisheries Service, the U.S. Fish and Wildlife Service also has responsibilities for managing endangered and threatened species. They can provide information on the location of various endangered species and ways to reduce the impact when working within or adjacent to their habitat.

Environmental Protection Agency

Applicants wanting to perform work involving discharges of dredged or fill material into waters of the U.S. must apply for a Section 404 permit from the Corps. Section 401 of the Clean Water Act requires applicants for the 404 permit to also receive 401 Certification from the appropriate certifying agency. The Environmental Protection Agency is the certifying agency for activities that take place within National Parks and on Federally recognized tribal lands.

Forest Service

Under procedures established by NRCS, the Forest Service (FS) is responsible for administering EWP measures:

- ♦ in national forest and national grasslands within the National forests,
- ♦ on adjacent rangelands that are administered under formal agreement with FS, and
- ♦ on other forestlands.

As mutually agreed, either NRCS or FS will perform emergency work on these lands. NRCS will transfer funds to the FS at the national level for work to be installed by FS or its cooperators.

Fire Response in National Forests and on other Federal and State lands

In 1991, a Memorandum of Agreement (MOA) was signed by all of the Federal and State land management agencies within the geographical boundaries of the Southwest Area (Arizona and New Mexico). The purpose was to provide a forum to achieve consistency, continuity, and efficiency of operations in all aspects of fire management within the Southwest Area. Among the purposes is to oversee the activities of the southwest Coordination Center (SWCC) and function, when necessary, as the Area Multi-Agency Coordination (MAC) Group.

The SWCC is an interagency wildland fire resource center responsible for coordinating and facilitating the movement of wildland firefighting resources in the southwest

When acting on fires which impact multiple land management agencies, the MAC group provides:

- ♦ Overall situation status information
- ♦ Incident priority determination
- ♦ Resource acquisition or allocation
- ♦ State and Federal disaster coordination
- ♦ Political interfaces

Coordination by the MAC of State and Federal resources extends beyond firefighting into recovery operations. When National Forest lands are impacted by fire, the U.S. Forest Service activates the Burned Area Emergency Rehabilitation Team to plan and implement emergency response. The Department of Interior may activate its own BAER team to address resource problems resulting wildfires on lands under its jurisdiction.

Forest Service Burned Area Emergency Rehabilitation (BAER) Team

While many wildfires cause minimal damage to the land and pose few threats to the land or people downstream, some fires cause damage that requires special efforts to prevent problems afterwards. Loss of vegetation exposes soil to erosion; water runoff may increase and cause flooding; sediments may move downstream and damage homes, roads or other improvements. Community water supplies may be at risk and safety hazards may exist within and below burned areas. Cultural resources may be

threatened by runoff and erosion, threatened and endangered species habitat may be at risk. Burned areas may also be at risk of invasion from noxious weeds.

The Burned Area Emergency Rehabilitation (BAER) program is designed to address these situations through its key goals of protecting life, property, water quality, and deteriorated ecosystems.

BAER objectives are to:

- ♦ Determine if emergency resource or human health and safety conditions exist.
- ♦ Alleviate emergency conditions to help stabilize soil; control water, sediment and debris movement; prevent impairment of ecosystems; and mitigate significant threats to health, safety, life, property and downstream values at risk.
- ♦ Monitor the implementation and effectiveness of emergency treatments.

BAER teams are staffed by specially trained professionals: hydrologists, soil scientists, engineers, biologists, silviculturists, range conservationists, archeologists, and others who evaluate the burned area and prescribe treatments to protect the land quickly and effectively. Ideally BAER recovery assessment planning begins while the Incident Management Team (IMT) is still engaged in active fire suppression. BAER personnel are under the control of the IMT until the fire is controlled. Until then, the BAER should coordinate, interact and communicate to make the transition from fire suppression to fire recovery successful.

In most cases, only a portion of the burned area is actually treated. Severely burned areas, very steep slopes, places where water runoff will be excessive, fragile slopes above homes, businesses, municipal water supplies, and other valuable facilities are focus areas. The treatments must be installed as soon as possible, generally before the next damaging storm. Time is critical if treatments are to be effective.

There are a variety of rehabilitation techniques that the BAER team can recommend. Reseeding of ground cover with quick-growing or native species, mulching with straw or chipped wood, construction of straw bale dams in small tributaries, placement of fallen trees to catch sediments on steep slopes. The team also assesses the need to modify drainage structures by installing debris traps, removing or enlarging culverts, installing standup inlet pipes to allow drainage to flow if culverts become plugged, adding additional culverts and constructing emergency spillways to keep roads and bridges from washing out during floods.

BAER assessment plans and implementation are often a cooperative effort between federal agencies (Forest Service, Natural Resources Conservation Service, National Park Service, Bureau of Land Management, U.S. Fish and Wildlife Service, Bureau of Indian Affairs, U.S. Geological Survey), and state, tribal and local forestry and emergency management departments. They are closely coordinated with private landowners. The Forest Service coordinates rehabilitation plans with NRCS who can do rehabilitation work on adjoining private lands. Forest Service BAER treatments can be implemented on National Forest lands only except under certain circumstances. The NRCS can spend EWP funds on private lands to implement the same sorts of treatments.

Bureau of Indian Affairs (BIA)

The Bureau of Indian Affairs mission is to enhance the quality of life, to promote economic opportunity, and to carry out the responsibility to protect and improve the trust assets of American Indians, Indian tribes and Alaska Natives. The bureau encourages this through the delivery of quality services, maintaining government-to-government relationships within the spirit of Indian self-determination.

BAER Teams are also utilized for fire emergencies on lands managed by agencies of the Department of Interior including the Bureau of Indian Affairs. For example, for the Rodeo-Chideski Fire in northern Arizona, the Bureau of Indian Affairs assembled a team of experts from the BIA and other Department of Interior Agencies to develop a recovery plan for the White Mountain Apache Nation.

The NRCS was requested by the BAER team to provide input into the recovery plan and to use the authorities of the EWP program in certain specified areas.

Arizona State Agencies

Emergency Management Division

The mission of the Arizona Division of Emergency Management (ADEM) is to coordinate emergency services and the efforts of governmental agencies to reduce the impact of disasters on persons and property. The Division is an emergency management directorate within the Department of Emergency and Military Affairs, established pursuant to ARS (Arizona Revised Statute) title 26, Chapter 2, July 1, 1973.

The Director of the ADEM is the Governor's Authorized Representative for Presidentially declared disasters, and is responsible for state and local disaster recovery projects. The Director formulates policy and provides guidance and direction affecting all aspects of Division activities. In times of disaster or emergency conditions which require gubernatorial declaration of a state of emergency, the Director administers emergency funds allocated by the declaration.

ADEM directs the continuing development of Arizona's Comprehensive Emergency Management (CEM) system. CEM provides the framework for activities in four distinct phases of an emergency or disaster cycle: (a) mitigation activities, which may lessen the damages and losses caused by various hazards; (b) preparedness activities, such as planning and training, which enable the state and local governments to better respond to emergency events; (c) response activities during actual emergencies, such as the issuing of warnings, mobilization of response personnel, coordination of resources; and (d) recovery activities after an emergency or disaster which assist local governments and individuals to restore public facilities, homes, and businesses.

The objective of all CEM activities is to:

- ♦ Minimize injury and loss of life
- ♦ Reduce personal property damage and economic loss
- ♦ Restore essential community and public services
- ♦ Expedite the recovery of affected communities.

When disaster strikes local emergency service providers, such as fire service, law enforcement, and medical and rescue personnel rush to the scene to provide immediate aid and protection to people and property. Emergency services teams may be joined by private and nonprofit organizations in the provision of emergency relief assistance such as food, shelter and clothing.

Current information can be found at the Division website at <http://www.dem.state.az.us>

A listing of county emergency contacts can be found in **Section I**.

Arizona Department of Fish and Game

The mission of the Arizona Department of Fish and Game is “to conserve, enhance, and restore Arizona’s diverse wildlife resources and habitats through aggressive protection and management programs, and to provide wildlife resources and safe watercraft and off-highway vehicle recreation for the enjoyment, appreciation, and use by present and future generations.

The Arizona Game and fish Department has shared responsibility, with the U.S. Fish and Wildlife Service, to manage and protect threatened and endangered species and migratory wildlife in Arizona. The Department can provide information and technical assistance on wildlife and wildlife habitat management needs following a natural disaster to restore and enhance these resources.

The Department works cooperatively with NRCS and other state and federal agencies in the event of a natural disaster to ensure that wildlife resources are considered early-on during an emergency response. The agency is made up of biologists, researchers, engineers, managers, and other employees interested in managing fish, wildlife, and habitat for future generations.

Arizona Department of Environmental Quality

The Department of Environmental Quality (ADEQ) has several roles in emergency events. They serve as the lead agency for emergency pollution response and cause investigation and assist in flood control planning.

ADEQ is also the certifying agency for the Section 401 Clean Water Act. This permit is needed for all projects that discharge fill or dredged materials into the waters of the U.S. that are located outside of National Park boundaries and federally recognized tribal lands.

Arizona Department of Water Resources

The Arizona Department of Water Resources (ADWR) assists the State Emergency Management Office in providing information on water quantity during times of high precipitation flood events.

The ADWR also has leadership for Floodplain Management in the State and works with FEMA and the local county on flood damage mitigation efforts, including flood warnings systems and other non-structural measures to reduce flood damage.

In addition, the Department administers the Dam Safety program, the objective of which is to maximize the protection of the public against loss of life and property by reducing the likelihood of catastrophic failure of dams within the State of Arizona. Dam safety requires that current dam safety standards be met during the design review, new construction, enlargement, repair, alteration, operation and maintenance, and removal of dams within state jurisdiction.

Arizona State Land Department

The Arizona State Land Department, through its Fire Management Division provides for the prevention and suppression of wildfires on State and private lands, located outside incorporated municipalities, through the use of cooperative agreements with local fire departments, other State and Federal agencies and persons organized to prevent and suppress wildfires. The division also maintains in-house overhead and fire fighting capabilities through the qualifications of its own employees. The program protects 22,400,000 acres of state and private land.

State Historic Preservation Office (SHPO)

SHPO can provide information on known archaeological sites within a given area. Acquiring this information in the initial planning phase is critical.

The NRCS, as the EWP lead agency, recognizes that cultural resources are an integral part of our national heritage and recognizes its responsibilities for historic preservation. NRCS will protect cultural resources in their original location to the fullest extent practical by avoiding adverse impacts.

NRCS, working with a cultural resources specialist, will query the data bases for all known cultural resources using databases of the National Register of Historic Places (NRHP) and the Arizona SHPO for all EWP sites. Also, local tribal entities will be advised of potential restoration activities and their location. If cultural resources are located within the project vicinity, a cultural resource specialist will be contacted to conduct a site investigation.

Arizona Department of Transportation

The Federal Highway Administration of the Department of Transportation administers the Emergency Relief Program, which provides federal aid for repairing damage to public highways. The Emergency Relief Program helps the State and local highway agency pay the unusually heavy expenses of repairing serious damage to the Federal-aid system resulting from a Presidential declared natural disaster or catastrophic failure.

SECTION III

NRCS Documents/References

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A – Sample Letter Requesting EWP Assistance

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Date

State Conservationist
USDA-Natural Resources Conservation Service
3003 North Central Avenue, Suite 800
Phoenix, AZ 85012

Dear State Conservationist:

We request Federal assistance under provisions Section 403, Agricultural Credit Act of 1978, to restore _____ damages sustained on _____ caused by storms of _____ .

(Describe location of disaster occurrence and scope of damage.)

This work is needed to safeguard lives and property from an imminent hazard of floodwater and erosion.

We understand, as sponsors of an emergency watershed protection project, our responsibilities will include acquiring land rights and permits needed to construct, and if required, to operate and maintain the proposed measures. We are prepared to furnish the 25 percent local cost-share of the construction work.

The names, addresses, and telephone numbers of the contact persons in our organization are as follows:

Please contact _____ for any additional information needed.

Sincerely,

Title (President, Chair, etc.)

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B - Form NRCS-ADS-78

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This form, signed by the Sponsors, indicates that they have necessary landrights to proceed with recovery planning

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ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

-
- A. **PURPOSE** - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.
-

- B. **PROJECT MEASURES COVERED** --

Name of project _____

Identity of improvement or development _____

Location _____

- C. **REAL PROPERTY ACQUISITION ASSURANCE** -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

- D. **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS** -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

This form was electronically produced by National Production Services Staff

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

<p>_____</p> <p>(Name of Sponsor)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>This action authorized at an official meeting _____</p> <p>_____ on _____</p> <p>day of _____, 20 _____</p> <p>at _____</p> <p>State of _____</p> <p>Attest: _____</p> <p style="text-align: center;">(Name)</p> <p>_____</p> <p style="text-align: center;">(Title)</p>
<p>_____</p> <p>(Name of Sponsor)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>This action authorized at an official meeting _____</p> <p>_____ on _____</p> <p>day of _____, 20 _____</p> <p>at _____</p> <p>State of _____</p> <p>Attest: _____</p> <p style="text-align: center;">(Name)</p> <p>_____</p> <p style="text-align: center;">(Title)</p>

C – NRCS Damage Survey Report

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DSR NO.

Form _____-PDM-4

USDA-Natural Resources Conservation Service

Emergency Watershed Protection

Eligible YES ☐ NO ☐Approved YES ☐ NO ☐

Repair _____ FP Acquisition

Estimated Cost \$

DAMAGE SURVEY REPORT (DSR)

(Sponsor Name)				(Site Name or Landowner Name)			
(Address)				(County)		(Priority No)	
Lat	Long	Sect	Twp	Range	Cong Dist:		

Drainage Name:	Reach:
Describe Damage:	

<u>EVALUATION FACTORS</u>	YES	NO	<u>REMARKS</u>
Threat to Life and/or Property	<input type="checkbox"/>	<input type="checkbox"/>	
New Hazard Created by this Event	<input type="checkbox"/>	<input type="checkbox"/>	
Multiple Beneficiaries	<input type="checkbox"/>	<input type="checkbox"/>	
Limited Resource Area	<input type="checkbox"/>	<input type="checkbox"/>	
Economically Defensible (Page 2)	<input type="checkbox"/>	<input type="checkbox"/>	
Socially Defensible (Page 3)	<input type="checkbox"/>	<input type="checkbox"/>	
Environmentally Defensible (Page 4)	<input type="checkbox"/>	<input type="checkbox"/>	
Overall Defensible	<input type="checkbox"/>	<input type="checkbox"/>	
Technically Sound (Page 5)	<input type="checkbox"/>	<input type="checkbox"/>	

<u>ALTERNATIVE CONSIDERED</u>	
1. Floodplain Easements.	
2. Nonstructural Measures.	
3. Structural Measures.	
4. Other (Describe briefly)	
5. No Action	

<u>PROPOSED TREATMENT</u>	
Describe The Selected Alternative	
Construction Cost of Emergency Work	\$

REVIEW/APPROVAL:_____
State Conservationist Representative Date

NOTE: DSR pages 2-6 are required to support the decisions recorded on this summary page.

DSR (page 2)
ECONOMIC EVALUATION

DSR No:

County: _____ Date: _____ Completed By: _____

<u>Properties</u>	<u>Replace cost or Value (\$)</u>	<u>Repair cost or Damage (\$)</u>	<u>Damage Factor (%)</u>	<u>Near Term Damage Reduction</u>
1. Properties Protected (private)				
2. Properties Protected (public)				
3. Business Losses				
4. Other				

TOTAL NEAR TERM DAMAGE REDUCTION \$

REMARKS:

DSR (page 3)
SOCIAL EVALUATION
DSR No:

County: _____ Date: _____ Compiled By: _____

POTENTIAL IMPACTS ON:	<u>Yes</u>	<u>No</u>	Remarks
Schools	<input type="checkbox"/>	<input type="checkbox"/>	
Day Care Facilities	<input type="checkbox"/>	<input type="checkbox"/>	
Hospital/Nursing Home	<input type="checkbox"/>	<input type="checkbox"/>	
Other Group Facilities	<input type="checkbox"/>	<input type="checkbox"/>	
Emergency Services	<input type="checkbox"/>	<input type="checkbox"/>	
Handicapped Individuals	<input type="checkbox"/>	<input type="checkbox"/>	
Limited Resource Individuals	<input type="checkbox"/>	<input type="checkbox"/>	
Quality of life	<input type="checkbox"/>	<input type="checkbox"/>	
Cemetery	<input type="checkbox"/>	<input type="checkbox"/>	
Cultural Resources	<input type="checkbox"/>	<input type="checkbox"/>	
OTHER EFFECTS:	<input type="checkbox"/>	<input type="checkbox"/>	
Loss of Home	<input type="checkbox"/>	<input type="checkbox"/>	
Loss of Utilities	<input type="checkbox"/>	<input type="checkbox"/>	
Loss of Life	<input type="checkbox"/>	<input type="checkbox"/>	

BENEFICIARIES:			
Race	<u>Number</u>	<u>Est. Median House Value</u>	<u>Est. Subgroup Per Capita Income</u>
White			
African-American			
Asian			
American Indian			
Ethnicity (Hispanic)			

REMARKS:

DSR (page 4)		DSR No:		
ENVIRONMENTAL EVALUATION 1/				
County: _____ Date: _____ Compiled By: _____				

ENVIRONMENTAL FACTORS	EFFECT 2/ Without Project	Short Term	Long Term	REMARKS 3/
* PRIME/UNIQUE FARMLAND				
CHANGE IN LAND USE (What is change?)				
SOIL EROSION (Quantify if possible)				
RIPARIAN AREAS				
SOIL CONDITION (Compaction, salinity, fertility, etc.)				
SURFACE WATER QUALITY				
COASTAL ZONE MGT AREA				
WILD AND SCENIC RIVERS				
SPECIAL AQUATIC AREAS				
AIR QUALITY				
VEGETATION ALTERATION (Landscape What is change?)				
* FLOODPLAIN MANAGEMENT				
* WETLANDS - (Includes riparian)				
FISH AND WILDLIFE HABITAT				
* THREATENED OR ENDANGERED SPECIES - plants or animals				
* CULTURAL RESOURCES				
AESTHETICS (Appearance of)				
NATURAL AREAS				
OTHER				
1/ Use for individual practices, RMS, conservation treatment unit, or EWP, RC&D, small watershed projects (Refer to GM 190-410). 2/ CODE ITEMS: (+) Beneficial Effect, (O) No Effect, (-) Adverse Effect, (N/A) Not Applicable. Without Project = What are effects if no projects action? Short Term = Installation period. Long Term = Period through duration of intended use life of project or restore to pre-condition. Assess off-site or cumulative impacts as wells as on-site. 3/ Explain all + or - effects and note if on-site and/or off-site. (*) CRITICAL ENVIRONMENTAL FACTOR addressed in Federal Regulations.				

DSR (page 5)

DSR No:

ENGINEER'S COST ESTIMATE

County: _____ Date: _____ Compiled By: _____

Measure Category	Planned Measures	Units	Units Needed	Unit Cost	Construction Costs
I.	Erosion Control				
Area devoid of vegetation (gully(ies) small land-slides, burns, etc.)	<input type="checkbox"/> Grade Stab. Structure:				
	<input type="checkbox"/> New	Number			
	<input type="checkbox"/> Repair	Number			
	Re-vegetation:				
	<input type="checkbox"/> Aerial seeding	Acre			
	<input type="checkbox"/> Drill Seeding	Acre			
	<input type="checkbox"/> Hand planting	Acre			
	Subtotal -	Construction	Cost	\$	
II. Debris or					
Sed. Control	<input type="checkbox"/> Construct sediment basin	Number			
	<input type="checkbox"/> Cleanout	Number			
	<input type="checkbox"/> Repair	Number			
	<input type="checkbox"/> Log Boom	Number			
	<input type="checkbox"/> Sediment Trap	Number			
	<input type="checkbox"/> Trash Rack	Number			
	Subtotal -	Construction	Cost	\$	
III. Levee, Dike, Dam	<input type="checkbox"/> Construct (new)	Feet			
	<input type="checkbox"/> Repair	Feet			
	<input type="checkbox"/> Re-vegetate	Acre			
	Subtotal -	Construction	Cost	\$	
IV. Stream or Surface Drain	<input type="checkbox"/> Bank Stabilization	Feet			
	<input type="checkbox"/> Debris/Sediment removal	Cubic Yards			
	Grade Stab. Structure:				
	<input type="checkbox"/> New	Number			
	<input type="checkbox"/> Repair	Number			
	<input type="checkbox"/> Reshape	Acre			
	<input type="checkbox"/> Re-vegetate channel bank	Acre			
V. Other Costs	Mobilization Costs				
	Miscellaneous Costs				
	Subtotal -	Construction	Cost	\$	
TOTAL CONSTRUCTION COST					\$

DSR (page 6)

DSR No: _____

TEAM RECOMMENDATIONS:

Comments:

CERTIFICATION:

The Emergency work is ☐ is not ☐ economically, socially, and environmentally, defensible and approval is ☐ is not ☐ recommended.

Team Members: Name (signatures)

Discipline

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date: _____

CONCURRENCE:

Sponsor Representative

NRCS Representative

ATTACHMENTS: A. Location Map
 B. Site Plan

NOTE: Detailed information for determining the social effects can be found in NRCS Social Assessments series 420-12 "Social Assessment Procedures in Natural Resource Planning (Draft Guidelines)" January 1981 (22). Detailed information for determining the environmental effects can be found in NRCS "Economic and Environmental Principles and Guidelines for Water and Related Implementation Studies" (P&G), March 1983.

D – Frequently Asked Contracting Questions

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Emergency Watershed Protection Program Frequently Asked Contracting Questions

1. Are there any contracting procedures available to expedite the contracting process for Emergency Watershed Protection measures?

Standard Federal acquisition procedures already exist which enable NRCS acquisition professionals to properly respond, to procurement requests for Emergency Watershed Protection Program (EWP) measures. These procedures are called the Simplified Acquisition Procedures (SAP) and are covered in Part 13 of the Federal Acquisition Regulation (FAR). The Agriculture Acquisition Regulation (AGAR) Part 413 supplements the FAR. SAP applies to purchases that do not exceed \$100,000.

A warranted contracting officer (CO) follows these procedures for purchases with an estimated value of between \$25,000 and \$100,000:

- *Develop a written Request for Quotation (RFQ) Electronically upload the RFQ or synopsis notice to FedBizOpps (FBO).*
- *Solicit written quotations from a sufficient number of vendors to promote competition to the maximum extent practicable.*
- *Receive and analyze written quotations Issue a purchase order to the contractor offering the best price.*
- *Notify the successful contractor in writing to proceed with the work.*

These procedures can be completed in less than 30 days. The CO should plan the procurement after consulting with the other EWP Team members. The actual time period will vary depending on the urgency of the situation, complexity of the work, and other factors.

The CO follows the same procedures as above for purchases with an estimated value of less than \$25,000, with the exception of uploading the RFQ to FBO.

2. Do contracting procedures for EWP differ from other contracting procedures?

No, contracting procedures for EWP do not differ from other contracting procedures.

Non-Federal contracting methods for installation of recovery measures are available to NRCS and should be considered and discussed with project sponsors. These options include force account, performance of work, and locally led contracting. Complete descriptions of these methods are in the National Contracts, Grants, and Cooperative Agreements Manual.

3. Have contracting procedures changed? It appears that we lost an option to expedite EWP projects by replacing the term exigency with urgent and compelling. Didn't exigency allow NRCS to award contracts with less than full and open competition in light of the need to conduct the EWP work immediately?

It is important to understand the terminology from both the EWP Program side and the acquisition side. The proposed EWP rule eliminates the term "exigency" and "nonexigency," and defines a new term called "urgent and compelling." Also, the rule changed the timeframe within which urgent and compelling work must be completed to five days.

Acquisition regulations are not tied to these EWP Program terms.

Periodically amendments are made to the acquisition regulations, and many of these are minor. However, one major change was the Federal Acquisition Streamlining Act of 1994 (FASA), Public Law 103-355. This act raised the threshold for a single procurement under Simplified Acquisition Procedures from \$25,000 to \$100,000.

Many of our EWP projects are completed under contracts valued at \$100,000 or less. Some of our projects, that have an estimated value of less than \$100,000, are classified as "urgent and compelling situations." Contracting officers can arrange for installation of such EWP work immediately, using procurements that are developed and awarded under the current acquisition regulations. This is done without hindrance of the more complex regulations applicable to procurements estimated to exceed \$100,000. Following is an example.

A flood event is threatening the elementary school. The site is determined to be eligible under the program. Team members evaluate the situation and determine that the placement of rock riprap will prevent the schools from being undermined and destroyed. The EWP Team estimates the work will cost \$80,000, and prepares a simple drawing. The county agrees to serve as the project sponsor, and an agreement is executed on site. Several local contractors are contacted and invited to come and view the site. The contractors are provided with a drawing and a basic request for quotation form. They are asked to provide a written quotation within thirty minutes for performing the work. A contracting officer evaluates the quotations immediately. He verbally advises the contractor offering the lowest price to commence the work, and that a written purchase order will follow. The work is completed in two days.

Under the above example we are able to properly alleviate the threat at this urgent and compelling site. Alleviation of the immediate threat enables NRCS to design a more permanent solution if necessary, and contract for the permanent solution in a manner that the acquisition regulations can support.

4. Is the "less than full and open competition" contracting guidance previously issued still in effect?

No, because the referenced guidance was issued before the issuance of FASA. FASA effectively supercedes that guidance.

5. What contracting methods are available to address urgent and compelling sites less than \$100,000?**What features does this offer?****How fast can a contract be awarded?**

See the response to Question 1.

A CO follows the same procedures for urgent and compelling situations with the following minor changes:

- *Solicit verbal quotations from a sufficient number of vendors to promote competition to the maximum extent practicable.*
- *Verbally advise the contractor offering the best price that a written purchase order will follow.*
- *Verbally notify the contractor to proceed with the work.*

A purchase order can be issued within hours using these procedures.

Note. The steps above do not include a step for synopsisizing the procurement in FBO. The requirement to publicize is not waived. A CO would have to weigh the individual risk and make a conscious decision to skip that step under urgent and compelling procedures. A CO must not knowingly violate the FAR requirements. NRCS may want to consider seeking a waiver of the FBO synopsis requirement after the EWP urgent and compelling language and rule to protect contracting officers in these situations.

6. What is the minimum number of days to award a Federal contract for work that is not urgent and compelling? (Give days for each phase)

Following is an example of a project with the work having an estimated value of more than \$100,000, and using the following assumptions:

- *CO has prepared the complete solicitation (invitation for bids-IFB).*
- *No amendments to the IFB are necessary during the 30-day period.*
- *There are no mistakes in bids by bidders.*
- *There is no protest of the solicitation or the award by interested parties.*

1. Notice of proposed contract action published at FBO for minimum period and prospective bidders on our mailing list are sent a copy of presolicitation notice. *15 Days*

2. IFB is available at FBO is available for downloading by prospective contractors and bids are received. *30 Days*

3. Bids opened, recorded, evaluated, pre-award survey of apparent low bidder is conducted, and contract award is made to responsible bidder. *1 Day*

TOTAL ***46 Days***

The above example assumes ideal circumstances. Unfortunately, that is rarely the case for procurements conducted under any program. A minimum timeframe of 50-60 days is probably more realistic.

7. What are the advantages of local contracting with project agreements?

- *Locally led contracting is the preferred method of arranging for the installation of project measures, providing they have the desire and capacity to develop and execute a local contract.*
- *NRCS staff can spend more time on the many other tasks that are required of them.*

Funds can be obligated when a project agreement is executed rather than when a contract is signed by the CO.

8. What are the advantages to having a single state agency sponsor EWP work?

Using one sponsor, a state agency, for example, can reduce the workload necessary for NRCS to carryout EWP activities. A project agreement, that is executed with a state agency, allows NRCS to obligate our funds immediately. Along with the EWP Program statutory authority, we can cite Section 714 of the FY2001 Agriculture Appropriations Act, Public Law 106-387, as justification for the non-competitive award of the cooperative agreement. The state as project sponsor, can award sub-grants to other recipients or award contracts to contractors using its own procurement laws.

It is important to examine the scope of the event that caused the emergency before deciding if it is advantageous to sign an agreement with a single state agency. For example, with a major or presidentially declared disaster covering a region or multiple county area, it may be more efficient to sign one agreement. With a small event we may want to sign agreements with individual sponsors.

We must operate under our legal authorities, but we must also think through our options very carefully to ensure we have maximum flexibility and efficiency.

9. What are some general "tips" to compress the contracting period that can be taken in advance of a natural disaster event?

While there is little flexibility in the regulatory "contracting period," there are some actions that a contracting officer can take in advance of a natural disaster event to insure that the time used in various steps of the contracting process takes no longer than legally required. These actions include the following:

- *Develop and maintain a good working relationship with all program, technical, and other administrative members of the EWP Team.*

- *Develop and maintain both electronic and hard copies of typical and non-typical agreement, solicitation, and contract documents. This will ensure they are ready for use immediately when a disaster is declared.*
- *Maintain the Agriculture Contracting Acquisition System (AGCAS) software with current updates.*
- *Utilize the "Master package " method when appropriate. With this method, a master, standard, or generic solicitation package is prepared and issued once to prospective contractors. It contains all of the standard clauses, provisions, and other information that is applicable to all project sites and contracts. A separate or supplemental package containing the drawings, specifications, and any other information that is unique for a specific site, is issued to prospective contractors when we are ready to solicit a contract for that site.*

It can be used when numerous contracts are planned for the same area or watershed. The master package is incorporated by reference in subsequent solicitations.

- *Develop a good relationship with the U.S. Small Business Administration Office Representative serving our area to identify and maintain a list of good qualified Section "8(a)" contractors.*

Not only can NRCS negotiate contracts with 8(a) certified firms very quickly and without regard to the competition requirements of our acquisition regulations, we can earn credit toward the agency's annual procurement preference program goals.

10. Can we advertise a contract before the sponsor receives all necessary permits? If so, should we use any specific language in the contract to address the fact that the work may change or may not be able to start as soon as the contract is awarded?

No. One of the prerequisites to signing a project agreement is for the sponsor to submit a properly completed Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. All project agreement exhibits specifically require that the sponsor comply with this requirement.

See the following citations:

- *National Contracts, Grants, and Cooperative Agreements Manual, Sections 514.35 & 511.3*
- *National EWP Manual, Section 502.11 (b)*
- *National EWP Handbook, Section 605.00(h)*

A solicitation cannot be advertised before all landrights are acquired and a project agreement is executed. To do so is a violation of the above policy.

If there is a valid requirement for a delayed notice to proceed, all potential quoters/bidders should be notified of this through the inclusion of FAR Clause 52.211-10, Alternate I. In the case of locally led contracts, the sponsor should include similar language.

In addition, it is improper to advertise a solicitation and encourage potential vendors to spend their time reviewing our work requirements and/or visiting a work site, if we do not have a valid fund availability certification for the estimated amount of the project, or if we do not know that we will definitely solicit quotations or bids.

11. Where can I find written contract information that applies to EWP?

- *All warranted contracting officers can access the appropriate Federal, Agriculture, and NRCS Acquisition Regulations. In addition, contracting officers can electronically access web sites and resources that are necessary to properly solicit, award, and administer EWP contracts.*
- *Contact your CO who will be glad to share this information and answer any questions. Additional assistance is available from the contract specialist in your regional office and procurement analyst in MSD, National Headquarters.*

E - Sample Project Agreement for a Federal Contract

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STATE: Arizona

PROJECT: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
FEDERAL CONTRACT

THIS AGREEMENT, made this ____ day of _____, 20____, by and between the _____, hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agriculture Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by i.e. (hurricanes, floods, fires) on _____ 20____.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully preformed by the parties hereto as set forth, the Sponsor and NRCS hereby agree as follows:

A. It is agreed that the following-described work is to be constructed at an estimated cost of \$_____.

DSR No.	Description of Work	Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. The Sponsor will:

1. Provide _____ percent (cash) of the cost of constructing the emergency watershed protection measures described in A. The cost to the Sponsor is estimated to be \$_____.
2. Provide in-kind contribution (list applicable in-kind services, i.e. to design the project, develop specifications and drawings, and inspect work performed). The maximum value of in-kind contribution will not exceed _____ percent of the actual work of constructing the emergency watershed protection measures described in Section A. The value of the in-kind contribution is estimated to be \$_____. The

Sponsor will retain records to support costs incurred by the Sponsor equal to the amount of the in-kind contribution.

3. Complete all in-kind work with ____ days of signing this agreement. If in-kind work is not completed on time, NRCS may bill the Sponsor for the estimated cost of the work. An extension may be granted due to conditions outside the control of the Sponsor.
4. The following individual is designated as the liaison between the sponsor and NRCS.

(Name)

(Address)

(Phone)

5. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended (no attorney's opinion is required on EWP work).
6. Review and approve plans for constructing the emergency watershed protection measures described in Section A.
7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
8. Make payment to NRCS upon receipt of billings as outlined in paragraph C.5. Payments must be received within 30 calendars from the date of billing.
9. Comply with the applicable requirements in Attachments A and B to this agreement.
10. Upon acceptance of work from the contractor, assume responsibility for operation and maintenance for the measures completed as outlined in the O&M agreement.

C. NRCS will:

1. Provide ____ percent of the cost of the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$_____.
2. Provide credit to the Sponsor for in-kind contribution of ____ percent of the actual cost of constructing the emergency watershed protection measures described in Section A.
3. Contract for the emergency watershed protection measures described in Section A in accordance with federal contracting procedures.

4. Provide authorized technical services, including but not limited to obtaining basic information; preparation of designs, construction drawings and construction specifications; and performance layout, inspection services, and quality control during construction.
 5. Arrange for and conduct final inspection of the completed emergency watershed protection measures with the Sponsor to determine whether all work has been performed in accordance with the contractual requirements. Accept work from contractor and notify the Sponsor of acceptance.
 6. Bill the Sponsor for _____ percent of the work described in Section A.
- D. It is mutually agreed that:
1. The furnishing of financial and other assistance by NRCS is contingent upon the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of Congress to appropriate.
 2. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination, reasons for the termination, together with the effective date. Payment made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
 3. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that termination is pending.
 4. Additional funds, properly allocated as construction cost as determined by NRCS required as a result of a contractor's claim, or modifications are to be provided in the same ratio as construction funds are contributed under the terms of this agreement.
 5. This agreement is effective the day it is fully executed by all parties to the agreement. It may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.
 6. In the event of default, any additional funds required to ensure completion of the work will be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement; and any excess costs collected from the defaulting contractor or their surety are to be prorated between the Sponsor and NRCS under the same ratio as construction funds are contributed under the terms of this agreement.

SPONSOR

By: _____

Title: _____

Date: _____

This action authorized at an official Meeting of

On the _____ day of _____

At

(Signature)

(Title)

United States Department of Agriculture
Natural Resources Conservation Service

By: _____

Title: _____

Date: _____

F – Sample Cooperative Agreement for Locally-Led Contracting

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STATE _____
PROJECT _____
AGREEMENT NO. _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

**COOPERATIVE AGREEMENT
LOCALLY LED CONTRACTING**

THIS AGREEMENT, made this _____ day of, 20__, by and between the, hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by i.e. (Hurricane, fires, floods) _____ on _____, 20__.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS de hereby agree as follows:

A. It is agreed that the following-described work is to be constructed at an estimated cost of \$ _____

DSR No.	Description of Work	Estimated Cost
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. The Sponsor will:

1. Provide ____ percent (cash) of the cost of constructing the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be \$ _____

2. Provide in-kind contribution (list applicable in-kind services, i.e. to design the project, develop specifications and drawings, let and administer contracts, and inspect work performed). The maximum value of in-kind contribution will not exceed _____ percent of the actual cost of constructing the emergency watershed protection measures described in Section A. The value of the in-kind contribution is estimated to be \$ _____

_____. The Sponsor will retain records to support costs incurred by the Sponsor equal to the amount of the in-kind contribution.

3. The following individual is designated as the liaison between the sponsor and NRCS.

(name)

(address)

(phone)

4. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for measures other than stream debris removal and disposal will be reviewed and approved by a Professional Engineer registered in State of (name of state) prior to submittal to NRCS.

5. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended (no attorney's opinion is required).

6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.

7. Contract for construction of the emergency watershed protection measures described in Section A in accordance with applicable state requirements.

8. Comply with the applicable requirements in Attachments A and B to this agreement.

9. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in Attachment B to this agreement.

Examples of in-kind contributions include DRS investigations, design, inspection, and contracting. This will be discussed between the sponsor and NRCS to determine the amount of work and the percentage of in-kind contribution will be credited to the sponsor.

10. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.

11. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

12. Pay the contractor as provided in the contract(s). Submit billings for reimbursement to NRCS on Form SF-270, Request for Advance or Reimbursement.

13. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of

award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the sponsor including legal expenses.

14. Arrange for and conduct final inspection of completed emergency watershed protection measures. Certify that the project was installed in accordance with contractual requirements.

15. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance.

16. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the sponsor under this agreement or resulting from the work provided for in this agreement.

17. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

C. NRCS will:

1. Provide ____ percent of the cost of constructing the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$ _____ .

2. Provide the value of the Sponsor in-kind contribution not to exceed ____ percent of the actual cost of constructing the emergency watershed protection measures described in Section A.

3. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will provide advice and counsel as needed.

4. Review and approve construction plans as identified in Section B4 of this agreement.

5. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of Form SF- 270 Request for Advance or Reimbursement.

6. Be available to conduct progress checks and participate in final inspections.

7. The following individual is designated as the liaison between the Sponsor and NRCS:

(name)

(address)

(phone)

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded.
2. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
3. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
4. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
5. This agreement may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.
6. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR- 1 5, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Agriculture or any agency thereof

SPONSOR

This action authorized at an
official meeting of

By: _____

Title: _____

on the ____ day of 20____, at _____

Date: _____

State of _____

(Signature)

(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____

Date: _____

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G – Sample Cooperative Agreement for Locally-Led Contracting with Landuser

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Page 1, Agreement No. _____

STATE _____
PROJECT _____
AGREEMENT NO. _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

**COOPERATIVE AGREEMENT
LOCALLY LED CONTRACTING
WITH LANDOWNERS**

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the _____, hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by i.e. (Hurricane, fires, floods) _____ on _____, 20____.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

A. It is agreed that the following-described work is to be constructed at an estimated cost of \$_____

DSR No.	Description of Work	Estimated Cost
_____	_____ _____	_____
_____	_____ _____ _____	_____

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B. The Sponsor will:

1. Enter into a contract approved by the Service, with each land user for debris removal measures in accordance with drawings and specifications furnished or approved by the Service. A copy of each contract will be furnished to the Service.
2. Secure written concurrence of the Service before approving modifications or changes in the Sponsor-Landowner contract.
3. Provide ____ percent (cash) of the cost of constructing the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be \$_____.
4. Provide in-kind contribution (list applicable in-kind services, i.e. to design the project, develop specifications and drawings, let and administer contracts, and inspect work performed). The maximum value of in-kind contribution will not exceed _ percent of the actual cost of constructing the emergency watershed protection measures described in Section A. The value of the in-kind contribution is estimated to be \$ _____. The Sponsor will retain records to support costs incurred by the Sponsor equal to the amount of the in-kind contribution.
5. Pay the participant as set out in the Sponsor - Landowner contract. Submit billings to the Service on Form SF-270 supported by Forms SCS-FNM-141, and invoices, if required.
6. Issue Internal Revenue Service (IRS) Form 1099-G, Statement for Recipients of Government Payments to the participant and to IRS as required by IRS regulations.
7. The following individual is designated as the liaison between the sponsor and NRCS:

(name)

(address)

(phone)
8. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for measures other than stream debris removal and disposal will be reviewed and approved by a Professional Engineer registered in State of (_____) prior to submittal to NRCS.
9. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
10. Comply with the applicable requirements in Attachments A and B to this agreement.
11. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in Attachment B to this agreement.

Examples of in-kind contribution include DSR investigations design, inspection and contracting. This will be discussed between the Sponsor and NRCS to determine the amount of work and the percentage of in-kind contribution that will be credited to the Sponsor.

Page 3, Agreement No. _____

12. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.

13. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the Sponsor - Landowner contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims and litigation that may result from the project. Such actions will be at the expense of the sponsor including legal expenses.

15. Arrange for and conduct final inspection of completed emergency watershed protection measures. Certify that the project was installed in accordance with contractual requirements.

16. Upon acceptance of the work from the landowner(s), assume responsibility for operation and maintenance (see section _____ of the handbook for applicability).

17. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the sponsor under this agreement or resulting from the work provided for in this agreement.

18. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

C. NRCS will:

1. Provide 75 percent of the flat rate cost established for each component(s) or practice(s) if the Landowner installs the work using his or her own forces, or 75 percent of the actual cost not to exceed such percentage of the flat rate cost when the Landowner has components or practices installed by a contractor. The flat rate cost of practices and components to be installed under this agreement are included in the enclosed installation schedule. This amount is estimated to be \$_____

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2. Provide the value of the Sponsor in-kind contribution not to exceed ____ percent of the actual cost of constructing the emergency watershed protection measures described in Section A.
3. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will provide advice and counsel as needed.
4. Review and approve construction plans as identified in Section B4 of this agreement.
5. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of Form SF- 270, Request for Advance or Reimbursement and supported by Form SCS-FNM-141, and invoices if required.
6. Be available to conduct progress checks and participate in final inspections.
7. The following individual is designated as the liaison between the Sponsor and NRCS.

(Name) _____
(Address) _____
(Phone) _____

D. It is mutually agreed that:

1. Sponsor - Landowner contracts will be executed with Landowners based on the amount of funds reserved in C. These funds will be available for signing contracts until _____ when they will be automatically withdrawn by the Service from this project agreement.
2. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded.
3. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
5. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

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6. This agreement may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.

7. The Sponsor will liable to the Service for the Service share of any funds collected by or due the sponsor from the Landowner due to violations by the Landowner under the sponsor contracts. The Service share will be determined by prorating the funds due or collected between the sponsor and the Service in the same ratio as funds are contributed under the terms of this agreement.

8. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR- I 5, Subparts A & B), which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

SPONSOR

This action authorized at an
official meeting of _____

By: _____

Title: _____

on the _____ day of 20____, at

Date: _____

State of _____

(Signature)

(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____

Date: _____

State: _____
Date: _____ 20____, EWP Project Name: _____
Landowner: _____
Agreement No.: _____

SPONSOR-LANDOWNER CONTRACT

This agreement made this _____ day of _____, (yr. 20____), by and between the County, called the Sponsor, and _____ called the Landowner.

Part I - Work to be Accomplished

Install the following practices: (Show the practice(s) to be installed, as set forth in the enclosed EWP Plan of Work and installed schedule.)

at an estimated total cost of \$_____. These practices are to be installed in locations as described on the enclosed EWP plan and in accordance with the enclosed installation schedule.

Part 11 - Terms and Conditions

1. The Landowner agrees:

- a) To participate in the _____ EWP project of _____ County, _____ (State).
- b) To perform or have performed all work described in Part I in accordance with drawings and specifications furnished by the Sponsor.
- c) To submit to the Sponsor a Certification of Completion and itemized statements of cost of labor and equipment and copies of contractors paid invoices when components of work are installed by a contractor.
- d) To complete or have completed all work described in Part I within _____ days from the last signature date shown below.

Page 2 of 3, Contract No. _____

- e) To permit free access of Sponsor and NRCS representatives to establish and inspect the work area at any time.
- f) That if during the contract period, the landowner fails to complete any component of the contract no payment will be made.
- g) By signing this contract the landowner certifies that no duplication of payment from any other source has been received for work performed under this contract.
- h) No payment under the terms of this contract will be made to landowners listed on the county's Farm Service Agency (FSA) debt register unless and until said debt is retired.

2. The Sponsor agrees:

- a) To enter into a Landowner Contract with the landowner to complete work described in Part 1.
- b) To provide drawings and specifications and technical assistance for work described in Part 1.
- c) To make cost-share payments with funds from the NRCS at 75 percent of the flat rate established for each component(s) or practice(s) if the landowner installs the work using his or her own forces, or 75 percent of the actual cost not to exceed such percentages of the flat rate cost when the landowner has components or practices installed by a contractor. The flat rate cost of practices and components to be installed under this agreement are included in the enclosed installation schedule. This amount is estimated to be \$ _____

3. It is mutually agreed that:

- a) This agreement may be amended, when agreed to by both parties, to provide revision of the installation schedule for the work.
- b) The cost-share payments from NRCS funds under this agreement are limited to \$ _____

Part III - Signatures

(Landowner) _____

Social Security Number: _____

Signature: _____

Mailing Address: _____

Date: _____

Page 3 of 3, Contract No. _____

County Soil Conservation District

(County/Sponsor): _____

By: _____

Title: _____

Date: _____

H - Sample Cooperative Agreement for Force Account Contracting

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STATE: _____
PROJECT: _____
AGREEMENT NO: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

**COOPERATIVE AGREEMENT
FORCE ACCOUNT**

THIS AGREEMENT, made this _____ day of 20____, by and between the _____, hereinafter, called the Sponsor, and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by _____ (i.e. hurricane, fires, floods) on _____ (date), 20____.

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

A. It is agreed that the following described work is to be performed at an estimated cost of \$_____.

(Description of Work)

B. The Sponsor will:

1. Provide _____ percent of the cost of constructing the emergency watershed protection measures described in Section A. This cost to the Sponsor is estimated to be \$_____.

2. Secure the materials and equipment and install the emergency watershed protection measures described in Section A by force account in accordance with specifications furnished by NRCS and specifications furnished by the Sponsor when concurred in by NRCS. Protect all materials to be used and maintain a current record of disbursements and use of such material. Maintain all equipment used in good operating conditions.

Page 2, Agreement No. _____

3. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.

4. The following individual is designated as the liaison between the Sponsor and NRCS.

(name)

(address)

(phone)

5. Carry out the work in accordance with the plan of operations heretofore prepared by the Sponsor and concurred in by NRCS. Secure NRCS concurrence before changing the plan of operations. 6. Any acquisitions shall be procured in accordance with applicable state requirements.

7. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

8. Be responsible for all administrative expenses necessary to arrange for and carry out the emergency watershed protection measures described in Section A. These administrative expenses include but shall not be limited to facilities, clerical personnel, and legal counsel including such attorneys deemed necessary by NRCS to resolve any legal matters.

9. Submit billings to NRCS on Form SF-270, Request for Advance or Reimbursement, along with itemization of eligible costs incurred.

10. Maintain, as a minimum, the following data to support the Sponsor's request for reimbursement:

a. Invoices covering actual costs of materials.

b. Records showing materials actually used on the work, and disposition of excess materials.

c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed on the work.

d. Equipment operating records showing the rate, hours, and dates actually used on the work.

11. Arrange for and conduct final inspection on completed emergency watershed protection measures with NRCS to determine whether all work has been performed in accordance with specifications and plan of operation.

Page 3, Agreement No. _____

12. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by it under this agreement or resulting from the work provided for in this agreement.

13. Retain all records dealing with direct supervision, labor, equipment and materials used in the work for 3 years from the date of the Sponsor's submission of the final request for payment or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or until 3 years, whichever is longer. Make such records available to the Comptroller General of the United States or his duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpt and transcripts.

14. Comply with the applicable requirements in Attachments A & B to this agreement.

15. Upon acceptance of work, assume responsibility for operation and maintenance of the emergency measures (see section _____ of the handbook for applicability).

C. NRCS will:

1. Provide _____ percent of the cost of the emergency watershed protection measures described in Section A. This cost is estimated to be \$_____.

2. Provide authorized technical services, including but not limited to obtaining basic information; preparation of drawings, designs, and specifications; and performance of layout, inspection services, and quality control during construction.

3. Provide the services of a Government Representative and Government Inspector, as necessary.

4. Make payment to the Sponsor for NRCS's share of the cost upon receipt and approval of Form SF-270.

5. Be available to conduct progress checks and participate in final inspection.

6. The following individual is designated as liaison between the sponsor and NRCS.

(Name)

(Address)

(Phone)

Page 4, Agreement No. _____

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 30 calendar days after the date NRCS has executed this agreement in the event the work has not been commenced.
2. This agreement may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.
3. The procurement of materials necessary for accomplishing the emergency watershed protection measures described in Section A will not be made from the Sponsor or firms in which any official of such organization or any member of such official's immediate family has direct or indirect financial interest in the pecuniary profits of such firm.
4. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
5. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor elect to proceed without obtaining concurrence as set out in Section B. of this agreement.
7. The furnishing of financial and other assistance by NRCS is contingent on the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
8. Activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7CFR- IS, Subparts A and B) which provide that no person in the United States shall on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

Page 5, Agreement No. _____

SPONSOR

By: _____

Title: _____

Date: _____

This action authorized at an
official meeting of

on the ____ day of _____, 20____,
at _____

State of _____

(Signature)

(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____

Date: _____

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I - Sample Cooperative Agreement
for
Performance of Work Contracting

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Project Agreement - Performance of Work

STATE Arizona
WATERSHED _____
CONTRACT NO. _____

UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, _____, by-and between the _____ Natural Resource Conservation District and the _____ County Board of Supervisors, called the Sponsors; the _____ County Board of Supervisors, called the Contracting Local Organization; and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

WITNESSETH THAT:

WHEREAS under the provisions of the Watershed Protection and Flood Prevention Act, the Sponsors and NRCS agreed to a plan for the above watershed, which provides for the installation of certain works of improvement;

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsors, the Contracting Local Organization, and NRCS do hereby agree as follows:

A. The following described work is to be constructed for an agreed-to price of \$_____.

Channel improvement clearing on _____ from station _____ to station _____.

B. The Sponsors will:

1. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the work of improvement described in Section A.
2. Enter into a separate project agreement for the excavation of the channel described in Section A.
3. Comply with the applicable requirements in Attachments A and B to this agreement.

C. The Contracting Local Organization will:

1. Provide 25 percent of the agreed-to price for constructing the works of improvement described in Section A. This amount is \$_____.
2. Furnish all labor, materials and equipment and perform the work described in Section A. in accordance with specifications furnished by NRCS and specifications furnished by the Contracting Local Organization when concurred in by the NRCS Contracting Officer.
3. Appoint a Contracting Officer and an authorized representative who shall have authority to act for the Contracting Officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS Contracting Officer.
4. Carry out the work in accordance with the plan of operations heretofore prepared by the Contracting Local Organization and concurred in by the NRCS Contracting Officer. Obtain the NRCS Contracting Officer's concurrence before changing the plan of operations.
5. Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative expenses include but shall not be limited to facilities, clerical personnel, and legal counsel including such attorneys deemed necessary by NRCS to resolve any legal matters.
6. Arrange for and conduct final inspection of the completed clearing with NRCS to determine whether all work has been performed in accordance with specifications and the plan of operations.
7. Pay suppliers and others as required to carry out the work. Submit billings to NRCS on Form SF-270.
8. Assume full financial and all other responsibility for any work that must be torn out, replaced, or repaired because of construction error or other causes that would be the responsibility of a contractor if the work were performed by a construction contract.
9. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by it under this agreement or resulting from the work provided for in this agreement.

D. NRCS will:

1. Provide 75 percent of the agreed-to price for constructing the works of improvement described in Section A. This amount is \$_____.
2. Provide authorized assistance such as design and layout, drawings and specifications for carrying out the plan of operations.
3. Provide the services of a Government Representative.

4. Provide the-services of Government Inspectors, as necessary.
5. Make payment to the Contracting Local Organization covering NRCS's share of the costs upon receipt and approval of Form SF-270.

E. It is mutually agreed that:

1. This agreement shall become null and void 90 calendar days after the date NRCS has executed this agreement in the event, the work has not been commenced.
2. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsors or the Contracting Local Organization have failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsors and Contracting Local Organization in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS, the Contracting Local Organization, and the Sponsors.
3. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Contracting Local Organization or the Sponsors is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
4. NRCS, at its sole discretion, may refuse to cost-share should the Contracting Local Organization elect to proceed without obtaining concurrences as set out in Section C. of this agreement.
5. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision is not to be construed to extend to this agreement if made with a corporation for its general benefit.
6. The furnishing of the administrative and technical services by NRCS as set out in D.2. through D.4. is contingent upon the continuing availability of appropriations by the Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to so appropriate.

_____ NRCD

By: _____
meeting
Title.: Chairman
NRCD
Date: _____

This action authorized at an official
of governing body of _____
on _____ at _____, State

of _____.

(Secretary)
Secretary
(Title)

_____ County Board of Supervisors

By: _____
Supervisors
Title: Chairman

Date: October 10, 1979

This action authorized at official meeting

of the _____ County Board of

on _____ at

State of _____.

(Signature)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____
Title: State Conservationist

Date: - _____

J– Sample Plan of Operations
for use with
Force Account or Performance of Work Contract

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CONSTRUCTION FORCE ACCOUNT PLAN OF OPERATIONS

FORCE ACCOUNT OR PERFORMANCE OF WORK

PROJECT: _____

COUNTY: _____

PROJECT AGREEMENT NO. _____ DSR No. _____

I. SCOPE

The work shall consists of Clearing, Sediment Removal, Channel and Dike Restoration, installation of Rock Riprap and geotextile on the restored dike and channel banks, woody cuttings and vegetative cover along _____ Creek from below State Highway ____ to County Road ____ as described in the plans and specifications.

Work Item 1. Clearing shall be accomplished in accordance with Construction Specification 1.

Work Item 2. Sediment Removal shall be accomplished in accordance with Construction Specification 4.

Work Item 3. Channel and Dike Restoration shall be accomplished in accordance with Construction Specification 4.

Work Item 4. Rock Riprap and geotextile fabric shall be accomplished in accordance with Construction Specification 61.

Work Item 5. Woody Cuttings shall be accomplished in accordance with Construction Specification 6.

Work Item 6. Vegetative Cover shall be accomplished in accordance with Construction Specification 6.

2. ADMINISTRATIVE COSTS

Administrative costs will be borne by the Sponsor as outlined in the Cooperative Force Account Agreement.

3. MATERIALS

Cost incurred by the County as Project Sponsor for materials incorporated in the work or used for the installation of the measures described in Section 1, shall be documented by invoices from suppliers. Invoices shall identify the supplier, date of purchase, describe the material, quantity, unit cost and total cost for the material. Copies of invoices shall be presented to the NRCS Inspector when

the material is delivered to the site. NRCS and Sponsors are encouraged to make prompt payments to suppliers and exercise any discounts that timely payments will provide.

NOTE: See Cooperative Force Account Agreement for procurement procedures.

The following materials at the estimated cost are required for this work:

Rock Riprap	1,500	Ton	\$ 24.00	\$36,000
Geotextile Fabric	2,200	SY	1.50	3,300
Seed				
Western Wheat	16	LB	5.00	80
Sweet Clover	12	LB	3.00	36
State Poppy	2	LB	30.00	60
Fertilizer	600	LB	.20	120
Straw Mulch	3	Ton	50.00	150
MATERIAL TOTAL COST				\$39,746

The costs listed above include the cost to have material delivered to the site of the work.

The material cost for furnishing Woody Cuttings will be the labor to harvest.

4. EQUIPMENT

The County shall provide suitable equipment for the installation of the measures described in Section 1, Equipment costs will be determined using the current rental rates set by the County. Costs for fuel, service, and/or repairs are included in the equipment rates and no additional payment will be made for these items. Hand tools such as shovels, power saws and hammers provided by the County will be furnished at no charge to NRCS.

See Cooperative Force Account Agreement for procurement procedures for the rental of equipment not owned by the County or under current lease with the County.

Chargeable hours for equipment shall be recorded while the equipment is used at the site to accomplish the items of work outlined in the agreement and should not include idle or down time. The Supervisor for the County and NRCS Inspector will confirm chargeable hours on a daily basis.

Estimated Equipment hours, hourly rate, and associated project costs is:

Equipment	Estimated Hours	Rate per Hour	Amount
Excavators (2)	280	\$ 105.00	\$ 29,400
Backhoe	75	35.00	2,625
Loader	120	45.00	5,400
Tractor, crawler	150	90.00	13,500
Water truck	120	25.00	3,000

Sheepfoot compactor	80	70.00	5,600
Manually directed compactor	40	5.00	200
Dump trucks (3)	240	20.00	4,800
Pickup	240	8.00	1,920
Chain saws (3)	90	5.00	450
Wood chipper/shredder	30	12.00	360
Water pump and hose	200	8.00	1,600
Tractor and disk harrow	24	30.00	720
Straw blower	4	60.00	240
Straw Punching roller	8	10.00	80

ESTIMATED EQUIPMENT TOTAL COSTS \$ 69,895

NOTE: When available, equipment should be identified by size, model, or other suitable method.

5. PERSONNEL

Qualified County personnel will be utilized for the installation of the measures described in Section 1.

1. The rate of pay for each employee shall be the hourly rate described below:

Hourly Rate = County hourly wage rate times 1.45 ^{1/}

County Hourly Wage Rate shall be increased 1.5 times for overtime hours in excess of forty (40) hours in a single work week. (This could change based on a local union agreement.)

^{1/} Factor for County paid employee benefits.

NOTE: County paid employee benefits need to be determined when employee is earning overtime wages. These benefits generally do not increase at the same percent as provided with regular wages. One option that should be considered is that benefits remain at 1.45 times the regular wages during the earning of overtime wages.

Chargeable hours to the project shall be recorded while employees are at the work site, and exclude travel to and from the site. The County Supervisor and NRCS Inspector will confirm chargeable hours on a daily basis.

Personnel Classifications, Hourly Rate and estimated hours and cost anticipated for use on site include:

Personnel Classification	Hourly Rate	Estimated Hours	Amount
Supervisor	\$35.00	240	8,400

Equipment Operator	28.00	600	16,800
Truck Driver	22.00	400	8,800
Grade Setter	18.00	200	3,600
Laborer	14.00	900	12,600
Landscape Laborer	12.00	200	2,400

ESTIMATED PERSONNEL TOTAL COST \$52,700

6. SUMMARY OF ESTIMATED COSTS

MATERIALS	\$ 39,746
EQUIPMENT	69,895
PERSONNEL	52,700

ESTIMATED TOTAL COST \$ 162,341

7. CONSTRUCTION SCHEDULE

The normal workweek shall consist of five (5) eight (8) hour days, Monday through Friday, 7:30 AM to 4:00 PM with a 1/2-hour lunch break at 11:30 AM.

Work Item	Completion Date
1 - Clearing	August 15, 1997
2 - Sediment Removal	September 15, 1997
3 - Channel and Dike Restoration	September 1, 1997
4 - Rock Riprap	October 15, 1997
5 - Woody Cuttings	November 1, 1997
6 - Vegetative Cover	November 15, 1997

All work under this Cooperative Force Account Agreement is estimated to involve 70 working days or 98 calendar days. Based on normal weather conditions during this period of the year, it is estimated that one day in every 15 days may result in construction activities being halted. This would increase the performance time about 6 days. During this construction period, three federal holidays will result in no work. Total calendar days of performance time is $(98 + 6 + 3)$ 107.

Work will commence about August 1, 1997 and be completed by November 16, 1997.

8. CONSTRUCTION SAFETY

All work shall be performed in accordance with "State of _____. OSHA Safety Standards". (The minimum health and safety requirements for construction shall be OSHA Safety Standards for construction together with the supplements provided by NRCS.)

SPONSORS - _____ COUNTY

Submitted by: _____

Title: _____

Date: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

Concurred by: _____

Title: Contracting Officer

Date: _____

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K– Attachments A and B

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ATTACHMENT A - SPECIAL PROVISIONS

The landowner/cooperator agrees to comply with the following special provisions which are hereby attached to this agreement, to the extent they are applicable.

I. Drug-Free Workplace.

By signing this agreement, the cooperator is providing the certification set out below. If it is later determined that the cooperator knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFS 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) AU direct charge employees; (ii) AD indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification:

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The danger of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance

- programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
- (e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (h) Agencies shall keep the original of all disclosure reports in the official files of the agency. The cooperator may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the cooperator, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal

grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency,, a Member of Congress, an officer or employee of Congress,, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan., or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The cooperator shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants., and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**III. Certification Regarding Debarment. Suspension, and Other Responsibility matters
Primary Covered Transactions, (7 CFR 3017)**

- (1) The cooperator certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred,, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civil charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

- (2) Where the primary cooperator is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

I. Clean Air and Water Certification

(Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-g(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The cooperator signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is_____, is not _____, listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt sub-agreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-g(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The cooperator agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.
- (2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt sub-agreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section I 1 l(c) or section I 1 l(d), respectively, of the Air Act (42 U.S.C. 1857C-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- (4) The term "clean water standards" means any enforceable limitation, control condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the

Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a Sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3051 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B

- I. EQUAL OPPORTUNITY (NRCS-AS-83)**
- II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (NRCS-AS-83)**
- III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**
- IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS**
- V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**
- VI. CERTIFICATION OF NONSEGREGATED FACILITIES (NRCS-AS-818)**
- VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

**NRCS-AS-83
Rev. 12-73**

**U.S. Dept. of Agriculture
Natural Resources
Conservation Service**

EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicant for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.
7. The Contractor shall include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive order. In

addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

**NOTICE TO CONTRACTING LOCAL ORGANIZATION OR
REQUIREMENTS FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

***NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION
CONTRACTORS***

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

***NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES***

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

NRCS-AS-818
Rev. 4-70
File Code AS-14

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The federally assisted construction contractor certifies that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are ed. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated o the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Contractor

Signature

Title

Date

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central

or South American or other Spanish Culture or origin, regardless

of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original

peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific

Islands); and
 - (iv) American Indian or Alaskan Native (all groups having origins in
any of the original peoples of North America and maintaining
identifiable tribal affiliations through membership and
participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.

- 3 If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through as association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4 The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7-a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in *the Federal Register* in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
- 5 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned

to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General

Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contract's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classification, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
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- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (Paragraphs 7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 - 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 - 10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 - 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contacts pursuant to Executive Order 11246.
 - 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 - 13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form,

however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7. of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

L - In-Kind Calculation Worksheet

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Mobilization/Demobilization				Sponsor \$
	<u>Sponsor \$</u>	<u>NRCS \$</u>	Survey work	\$0.00
	\$0.00	\$0.00	Project design	\$0.00
			Inspection	\$0.00
Structural Materials			Contract prep.	\$0.00
	<u>Sponsor \$</u>	<u>NRCS \$</u>	Contract admin.	\$0.00
Rock	\$0.00	\$0.00		
Gravel			Total	\$0.00
Earth fill		\$0.00		
Root wads				
Other				
Total	\$0.00	\$0.00		
Vegetation				
	<u>Sponsor \$</u>	<u>NRCS \$</u>		
Seed				
Grass Seeding	\$0.00	\$0.00		
Shrubs/Trees		\$0.00		
Plant installation	\$0.00	\$0.00		
Mulch				
Other				
Total	\$0.00	\$0.00		
Construction Activity				
	<u>Sponsor \$</u>	<u>NRCS \$</u>		
Clearing		\$0.00		
Earth work		\$0.00		
Debris removal	\$0.00			
Other				
Total	\$0.00	\$0.00		
Total Installation Cost				\$0.00
NRCS share (75%)	\$0.00			
Sponsor share (25%)	\$0.00			
Summary of In-kind credit provided by sponsor				
Installation Costs		\$0.00		
Service Costs		\$0.00		
Total In-kind provided by sponsor		\$0.00		
Sponsor 25% cost share of Installation cost				\$0.00
Total In-kind provided by sponsor				\$0.00
Amount due from sponsor				\$0.00
Amount owed to sponsor				\$0.00

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M- Case File Documentation Checklist

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Case File Documentation Checklist

The following items are to be part of each EWP case file located in the field office.

Copy of EWP eligibility determination (Damage Survey Report)
Project Agreement
Operation and Maintenance Agreement
Location and Plan Map
Completed land rights certification (ADS-78)
Statement verifying utility company clearances
All permits
Cultural Resource information (This information is restricted from release. This information should be clearly identified in order to protect it from inadvertent release).
Environmental assessment (CPA 52)
Project design, computations, quantities, job class, etc.
Construction drawings and specifications
As-built drawings
Planning and Inventory notes
Letter from sponsor requesting NRCS assistance and other correspondence
In-kind documentation if applicable
Project diary
Final project cost
Specifications
Biological assessment if required

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N- Procedures for Cultural Resource Clearances

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A. Exigent Emergencies.

Within 10 days of approving a request for emergency assistance, NRCS will notify the SHPO of the declaration of emergency with the date(s) that emergency work and procedures are in effect.

SHPO shall respond within seven days of notification of an emergency project with any information on known cultural resources in the area of potential effect, and recommendations for their protection. SHPO review will also attempt to identify unexamined areas with high potential for cultural resources in the affected area.

NRCS will take into account all cultural resources information provided by SHPO prior to repair work.

NRCS personnel certified in the National Cultural Resources Training Program will perform field inspections prior to emergency repairs in the area of potential effect. The use of untrained personnel to aid in such inspections will be governed by the scale of disaster and relief response needed and will be indicated during consultations with the SHPO.

Should a cultural resource be discovered, the SHPO will be immediately notified. The NRCS and the SHPO will consult to evaluate the resource and determine an appropriate course of action. If no appropriate action can be taken to protect an identified cultural resource without endangering human life or property, the SHPO and ACHP will be informed immediately over the signature of the State Conservationist.

The SHPO will be provided copies of all final reports of NRCS emergency work activities involving cultural resources. In any case where a cultural resource was damaged as the result of the disaster or the subsequent repair work, this notification will include the ACHP.

NRCS field office personnel will also attempt to carry out the normal procedures of this handbook to the fullest extent practicable.

Nonexigent Emergencies.

NRCS personnel certified in the National Cultural Resources Training Program will attempt to carry out the normal procedures outlined in this handbook to the fullest extent practicable, including quarterly reporting procedures.

If the SHPO is asked for assistance, NRCS will document the declaration of emergency with the date(s) that emergency work and procedures are in effect. SHPO shall respond within 10 days of notification with any information on

known cultural resources in the area of potential effect, and recommendations for their protection. SHPO review will also attempt to identify unexamined areas with high potential for cultural resources in the affected area.

If circumstances will not allow completion of the normal procedures established in this handbook, the procedures for exigent emergencies will be followed.